

CC&Rs
Cluster Homes Condominium Association

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

40 Rec 972.00
41 St _____
42 Sur _____
43 Int _____
Tot 378.00

RETURN TO:

This instrument prepared by:
LINDA A. EARLE
Attorney at Law
GREENIE & MASTRY, P.A.
P.O. Box 352
St. Petersburg, Florida 33731
L. L. 5857 PAGE 1871

84212473

DECLARATION OF CONDOMINIUM

FOR

CLUSTER HOMES I,

A CONDOMINIUM

SUBMISSION STATEMENT

NO
APR 11 11 12
AM
RECEIVED
ST. PETERSBURG
FLORIDA

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 79, Pages 109 through 117 inclusive.

LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, for themselves, their successors, grantees and assigns, being the holders of fee simple title to the real property described as Phase Milano in Exhibit A, attached hereto and made a part hereof, hereby state and declare that said property, together with all improvements erected or to be erected thereon and all easements, rights and appurtenances belonging thereto, are submitted to the condominium form of ownership, pursuant to the requirements of Chapter 718 of the Florida Statutes hereinafter referred to as the Condominium Act, the provisions of which, existent at the time of recordation, are hereby incorporated by reference, and do hereby file for record this Declaration of Condominium.

All provisions, restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be nonexclusive and perpetual unless sooner terminated as provided herein or in the Condominium Act, and shall be binding upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the article of incorporation and the bylaws of the condominium association. Both the burdens imposed and the benefits granted shall run with each unit and interest in the common elements.

1. Name.

1.01 The name of the condominium is CLUSTER HOMES I, A CONDOMINIUM.

1.02 The name of the corporate entity responsible for the operation of the condominium is CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

1.03 The name of the corporate entity which has undertaken certain responsibilities for the benefit of all property owners within Placido Bayou, defined at Section 2 below, is PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

1.04 The name of the neighborhood in Placido Bayou in which this Condominium is located is Neighborhood C.

2. Definitions. The terms used in this Declaration of Condominium and in its Exhibits, shall be defined in accordance with the provisions of Section 718.103 of the Florida Statutes and as follows unless the context otherwise requires:

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

D - 1

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

"Association" - means CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

"Board" - means the Board of Directors or other representative body responsible for administration of the Association.

"Bylaws" - means the Bylaws of the Association for the government of the Condominium as they exist from time to time, which are attached hereto as Exhibit E.

"Common Elements" - means the portions of the Condominium Property not included in the Units.

"Common Expenses" - means all expenses, reserves and assessments properly incurred by the Association for the Condominium.

"Common Surplus" - means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

"Community Association" - means PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

"Condominium" - means CLUSTER HOMES I, A CONDOMINIUM.

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

"Condominium Property" - means and includes the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium, the real property being more particularly described in Exhibit A, attached hereto.

"Declaration of Condominium" - means this instrument by which this Condominium is created, and such instrument as it is from time to time amended, hereinafter referred to as the Declaration.

"Developer" - means LLOYD E. WILLIAMS, JR., J. K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, their successors and assigns, provided there is an exclusive assignment of all of Developer's rights and obligations. Additionally, Developer may make an exclusive or a non-exclusive assignment of all or a portion of its rights and obligations hereunder, or all or a portion of such rights and obligations as to only portions of the Condominium Property. In the event of any such partial assignment, the assignee shall not be deemed Developer as to the rights and obligations created by this Declaration, but shall have only the rights and obligations of Developer specifically set forth in such assignment, and, if appropriate, in the Condominium Act. No owner shall be considered a successor or assign of Developer as to the rights and obligations herein reserved to Developer solely by reason of owning or offering for sale one or more Units unless such status is expressly designated in an instrument executed and recorded by Developer.

"Entry Areas" - means, as applicable, the entry porches, courtyards, storage areas, and concrete sidewalks lying within the courtyard all as located adjacent to the Units located at the front entrance of each Unit.

"Limited Common Elements" - means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as more specifically described in Section 9 below.

"Master Declaration" - means the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou made by and between Developer and Community Association, which is recorded in Official Record Book 5851, beginning at Page 1709, Public Records of Pinellas County, Florida, as amended from time to time.

"Mortgagee" - means any lending institution, including one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, or any subsidiary thereof, any pension funds or business trusts, including but not limited to real estate investment trusts, and any other institutional lender engaged in financing the purchase, construction or improvement of real estate, or any institutional assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities, which holds a first mortgage on the Condominium Property or any portion thereof.

"Neighborhood" - means a particular area of Placido Bayou designated as a "neighborhood" by Developer, as more fully described in the Master Declaration.

"Neighborhood Association" - means the corporation not for profit, its successors and assigns which is organized and operated to provide for the maintenance, management and care of specific Neighborhood, as more fully described in the Master Declaration. The Association shall serve as the Neighborhood Association for Neighborhood C.

"Operation" (and all forms of such word) - means and includes the administration and management of the Condominium Property.

"Placido Bayou" - means that certain real property located in St. Petersburg, Florida, as more particularly described in the Master Declaration.

"Unit" - means a part of the Condominium Property which is to be subject to exclusive ownership, more specifically described in Section 6 below.

"Unit Owner" or "Owner" - means the owner of a Condominium Parcel.

"Utility" or "Utility Services" - means, as the case may be, but is not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, and cable communications systems.

"Voting Member" - means any of the one (1) to three (3) officers or directors of the Association elected by the Board to exercise, on behalf of the owners of units lying within Neighborhood C, other than Developer, certain membership rights in the Community Association, including without limitation the right to cast the vote for all units owned by such owners in Neighborhood C.

"Voting Representative" - means the individual entitled to cast the vote for a Unit at membership meetings of the Association, as further defined in the Bylaws.

3. Land. The legal description of the land comprising this Condominium is attached hereto as part of Exhibit A. The legal descriptions of additional phases which may be added to this Condominium are also attached hereto as part of Exhibit A.

4. Survey and Description.

4.01 A survey of the land submitted to condominium ownership, which survey shows all existing easements, and a graphic description of the improvements in which Units are located, and the plot plan thereof, certified in the manner required by the Condominium Act, are attached hereto as part of Exhibit A. These documents, together with this Declaration, are in sufficient detail to identify the Common Elements and each Unit, and their respective locations and approximate dimensions.

4.02 Developer reserves the right to change the interior design or arrangement of all Units as long as Developer owns the Units so changed and altered, and provided such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose need be signed and acknowledged only by Developer and the Mortgagee of said Units, if any, and need not be approved by the Association or Unit Owners, anything herein to the contrary notwithstanding.

4.03 Developer reserves the right to alter the configuration or size of the Units so long as Developer owns the Units so altered and so long as the number and general size of Units to be included in each phase are not altered, units to be included in each phase are not altered, and to alter the boundaries or configuration of the Common Elements so long as Developer owns the building abutting the Common Elements where the boundaries are being altered; provided that the percentage ownership of Common Elements appurtenant to each Unit, other than Units owned by Developer, shall not be changed by reason thereof, unless the Owners of such Units shall consent thereto, and that no such change shall be made without amendment of this Declaration. Additionally, Developer specifically reserves the right, at any time prior to the recording a certificate of a surveyor that any cluster grouping of Units forming a building is substantially completed, whether or not Developer has entered a purchase and sale agreement for any Unit or Units within the building, to alter the configuration of such building in the following manner:

Unit Type E and its adjoining Entry Area of the fiveplex cluster, such cluster being depicted at sheet 4 of Exhibit A, may be moved along the common wall it shares with Unit Type C for a distance of up to approximately five (5) feet.

Such alteration shall not be deemed a material or adverse alteration or modification so as to give rise to a fifteen (15) day voidability period nor any other cause of action in favor of any prospective purchaser of a Unit or any Unit Owner. An amendment setting forth any alteration provided for herein need not be recorded prior to the recordation of the surveyor's certificate described above. Any amendment for such purpose need be signed and acknowledged only by Developer and by the Mortgagee of Units affected, where said Units are encumbered by individual mortgages or where they are included in an overall construction mortgage on the Condominium buildings,

and such amendment shall not require the approval of Unit Owners or of the Association.

4.04 Developer reserves the right to itself or the Board to amend this Declaration in order to correct any legal description, survey, plot plan or other description contained in Exhibit A, which may be incorrect by reason of a scrivener's error or surveyor's error. Said amendment shall expressly describe the error being corrected, as well as include the corrected description. An amendment for such purpose need be signed and acknowledged only by Developer or the Board, as appropriate. Additionally, Developer or the Board may correct any legal description, survey, plot plan or other description contained in Exhibit A in order to conform said Exhibit A to the as-built description of such property as it actually exists at the time of the amendment; provided, however, no change shall materially affect the Common Elements.

5. Condominium Parcels, Appurtenances, Possession and Enjoyment.

5.01 The Condominium Parcel is a separate parcel of real property, owned in fee simple.

5.02 There shall pass with each Unit as appurtenances thereto, whether or not separately described:

(a) An undivided share in the Common Elements and Common Surplus.

(b) The exclusive right to use such portion of the Common Elements as is provided for at Section 9 below.

(c) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

(d) Membership in the Association, with the full voting rights appertaining thereto.

5.03 The Owner of a Unit is entitled to the exclusive possession of his Unit subject to the Association's irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Element or at any time for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. The Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners or of other persons entitled to the use of the property by easement.

6. Units.

6.01 The identification of each Unit by letter, name or number, or combination thereof, so that no Unit bears the same designation as any other Unit is attached hereto as part of Exhibit A.

6.02 Each Unit shall include that part of the building containing said Unit as follows:

(a) The upper and lower (horizontal) boundaries of the Unit shall be the following boundaries extended to an intersection with perimetrical (vertical) boundaries.

(1) Upper Boundaries: The horizontal plane of the lower surface of the undecorated unfinished ceiling of the top floor of the Unit.

(2) Lower Boundaries: The horizontal plane of the upper surface of the undecorated unfinished floor of the lower floor of the Unit.

(b) The perimetrical boundaries of the Unit shall be the vertical planes of the innermost unfinished surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries; provided the screen of the screen porch for each Unit shall be a perimetrical boundary and included within the Unit.

(c) The Owner of each Unit shall not be deemed to own the exterior walls of the building bounding the Unit nor the undecorated, unfinished surfaces of the floors, walls and ceilings surrounding his respective Unit. The Entry Areas are not included in the Units and shall not be altered in any way without the prior consent of the Board or in compliance with any applicable rules promulgated by the Association. The existing screen porches on any floor are included in the Unit. However, said screen porches shall not be altered or modified in any way whatsoever by a Unit Owner, except with the prior written consent of the Board or in compliance with any applicable rules promulgated by the Association. The Owner shall not be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to said Unit which are utilized for or serve more than one Unit or the Common Elements, which items are hereby made a part of the Common Elements. However, said Owner shall be deemed to own the walls and partitions which are contained within said Owner's Unit, the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, (including plaster, paint, wallpaper, and so forth) and the screen enclosing the screen porch.

6.03 Each Unit Owner shall maintain, repair and replace at his expense all portions of his Unit which are not covered by the insurance policy maintained by the Association, as well as certain portions of the Common Elements which serve only his Unit, including, but not limited to, window glass, doors, screens and associated hardware.

7. Common Elements.

7.01 Common Elements includes within its meaning the following:

(a) All Condominium Property which is not included within the Units, including:

(1) The land on which the improvements are located and all easements appurtenant thereto as described in Exhibit A, together with any other interest in land, whether or not contiguous, which is subject to condominium ownership by the Condominium,

(2) All improvements and parts thereof which are not included within the Units,

(3) Any recreational improvements,

(4) All parking spaces and storage areas,

(5) The Entry Areas,

(6) Lighting fixtures utilized to illuminate the Common Elements,

(7) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners, and

(8) Alterations, additions and improvements to the Common Elements, from time to time;

(b) Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to Units and the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements;

(e) A nonexclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units, as necessary to provide reasonable access to the public ways;

provided however, certain portions of said Common Elements shall be designated as Limited Common Elements and be subject to rights and restrictions thereon as set forth at Section 9.

7.02 The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration as more fully set forth in Subsection 4.03 and Sections 13 and 29. Any amendment must describe the interest in the property and must submit the property to the terms of this Declaration, unless said property has previously been so submitted. The amendment shall divest the Association of title to the land and vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Unit owned by them.

7.03 The maintenance, repair and replacement of the Common Elements shall be the responsibility of the Association subject to the exceptions set forth herein. The Association shall also be responsible for and shall promptly repair all incidental damage caused to a Unit by reason of said maintenance, repair or replacement which is the responsibility of the Association.

8. Percentage Ownership of Common Elements. The undivided share in the Common Elements appurtenant to each Unit is set forth in Exhibit B attached hereto. As each additional phase is added to the Condominium, the percentage ownership of each Unit shall change to permit proportionate allocation of ownership among all Units.

9. Limited Common Elements and Parking Spaces.

9.01 The Limited Common Elements for a Unit shall be the Entry Areas and such parking spaces assigned to each Unit as set forth at Subsection 9.03 below. Said Limited Common Elements are depicted on the survey, floor and plot plans set forth as part of Exhibit A attached hereto.

9.02 Each Limited Common Element is reserved to the exclusive use and enjoyment of the owner of the Unit to which

it is attached or assigned, their guests, invitees, lessees, successors and assigns.

9.03 Developer shall have the right to assign the initial parking spaces to the Unit Owners and, thereafter, either designate each such space with the corresponding Unit number of the Unit Owner or utilize such other designation as it shall deem appropriate. Upon such assignment, the parking space shall be deemed a Limited Common Element of the Unit to which it is assigned. Such assignment shall not be recorded in the Public Records of Pinellas County, Florida, but a separate roster shall be kept by the Association as to assigned parking spaces. Any assignment may be changed from time to time pursuant to the policies established by Developer or the Association, but each Unit shall be entitled to one parking space. Developer and the Association may elect not to assign any parking spaces, in their sole discretion.

9.04 The Association shall be responsible for the maintenance and repair of all Limited Common Elements; provided, however, the Unit Owner entitled to use an Entry Area shall be responsible for the everyday maintenance and care of such Entry Area.

10. Restraint Upon Separation and Partition of Common Elements.

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

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

10.03 The shares in the Common Elements are undivided, and no action for partition of the Common Elements shall lie.

11. Limitation Upon Improvement of Common Elements.

11.01 There shall be no material alterations or substantial additions to the Common Elements or Limited Common Elements, except by consent of the Board or as otherwise provided in this Declaration. The Board shall determine, in its sole discretion, whether any such alteration or addition requires an amendment to the Declaration; provided, however, whenever the additional costs to be incurred on a regular basis for such alteration or addition will result in a more than normal increase in the Common Expenses, an amendment shall generally be required.

11.02 A Unit Owner may not paint or otherwise decorate or change the appearance of any portion of any building not within the exterior walls of a Unit, unless prior written consent has been obtained from the Board or unless such alteration is in compliance with guidelines authorized by the Board. This Subsection shall not be construed to require approval for the placing of appropriate furniture in courtyards and screen porches.

11.03 A Unit Owner shall not make any alterations to his Unit which would remove any portion of, or make any additions to, Common Elements or do anything which would adversely affect the safety or soundness of any other Unit or the Common Elements, or impair any easement.

11.04 Notwithstanding anything contained herein to the contrary, if a Unit Owner owns two or more adjoining Units, he may, upon submission of his proposed plan for alteration and receipt of written consent of the Board, provide for access between said Units in accordance with the plans and any other conditions set forth in said consent. Such consent shall not be given until the Board is reasonably satisfied that the alteration is in compliance with all relevant existing building codes and that it shall not adversely affect the safety or soundness of any Unit or the Common Elements or impair any easement. Each Unit shall continue to be a separate Unit for all purposes under this Declaration, the Articles of Incorporation and the Bylaws. Access created pursuant to this Subsection may be terminated at any time by the Owner provided the Board consents as set forth above.

11.05 Notwithstanding anything contained in this Section to the contrary and as more fully provided in the Master Declaration, any alteration or addition to any portion of the Condominium Property, whether made by a Unit Owner or by the Association, shall be subject to the power and duty of the Community Association to supervise and maintain the overall high standards of quality and appearance of the initial construction of Placido Bayou.

12. Maintenance. Responsibility for maintenance and repair of any Unit, the Common Elements and the Limited Common Elements shall be as provided at Subsections 6.03, 7.03, 9.04 and 23.04. Notwithstanding any duty of the Association to maintain and repair the Common Elements and the Limited Common Elements, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of such maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the Common Elements or any other Owner or person.

13. Acquisition of Land or Recreational Facilities. The Association has the power to enter into agreements, to purchase any land or recreation lease, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. The Association has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners. All such land, leaseholds, memberships, and other possessory or use interests existing or created at the time of recording the Declaration are stated and fully described in the Declaration and the Declaration of Covenants. Subsequent to the recording of the Declaration, the Association may not acquire or enter into agreements acquiring these leaseholds, memberships, or other possessory or use interests except as authorized by a majority of all Voting Representatives, and may not purchase any land except as authorized by two-thirds (2/3) of all Voting Representatives. The purchase price, rental, membership fees, operations, replacements and other expenses are Common Expenses. Covenants and restrictions concerning their use may be imposed in the same manner as covenants and restrictions on the Common Elements.

14. Easements.

14.01 Each of the following easements is expressly granted or reserved through the Condominium Property for the limited purposes set forth herein and subject to all the terms and conditions of this Declaration, and such easements shall survive the termination of the Condominium:

(a) Ingress and Egress: A nonexclusive easement for the use and benefit of the Owners and occupants of any Unit, their guests and invitees shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by Developer shall provide reasonable access to the public ways. Nothing 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 or spaces may be specifically designated and assigned for parking purposes.

(b) Maintenance: Nonexclusive easements shall exist in favor of the Association on, over, under and across the Common Elements and Limited Common Elements for maintenance purposes in order to adequately maintain such areas.

(c) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit as described in Exhibit A for any reason other than the intentional act of the Unit Owner, then an exclusive easement shall continue to exist to the extent of such encroachment so long as the same shall continue. In the event that any Common Element shall encroach upon any Unit as described in Exhibit A, then a nonexclusive easement shall exist to the extent of such encroachment so long as the same shall continue.

(d) Utilities: Nonexclusive easements shall exist as may be required for the entrance upon, construction, maintenance and operation of Utility Services to adequately serve the Condominium Property, including, but not limited to, a private storm sewer and drainage line system and the installation of communication services (including but not limited to cable television and radio) and such other equipment throughout the Condominium Property, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such Utility; provided, however, easements herein reserved which necessitate entry through a Unit, shall only be 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.

In addition, easements are reserved for such further utility easements over, under, across and through the Condominium Property as may be required from time to time to service the Condominium Property; provided, however, such further utility easements shall be granted as set forth at Subsection 14.03 below and shall be identified and located as the occasion shall arise.

In the event any Unit, Common or Limited Common Element encroaches upon any Utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the Owner or Owners of such encroaching property and their Mortgagees, if any, to an automatic nonexclusive easement on said Utility easement for as long as such encroachment shall continue.

(e) Developer: Until such time as Developer has completed all of the contemplated improvements and sold

and closed all of the Units contained within the Condominium Property, nonexclusive easements, including, but not limited to, ingress and egress, shall exist through and over the Condominium Property as may be required by Developer for the completion of the contemplated improvements and sale of said Units. Neither the Unit Owners, nor the Association, nor the use of the Condominium Property shall interfere in any way with such completion and sale. For as long as there are any unclosed Units, Developer and its designees shall have the right to use any such Units and the Common Elements (including, but not limited to, all recreational facilities) in order to establish, modify, maintain and utilize, as it and they deem appropriate, model Units, V.I.P. Units, and sales and other offices. Without limiting the generality of the foregoing, Developer and its designees may show model Units and the Common Elements to prospective purchasers and tenants of Units, erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and take all other action helpful for sales, leases and promotion of the Condominium.

(f) Other Unit Owners: A nonexclusive easement for the use and benefit of the owners of any residence located within Placido Bayou, their guests, lessees and invitees shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, for ingress and egress.

(g) Support: Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

(h) Master Declaration Easements: Article IV of the Master Declaration grants easements for several purposes over Placido Bayou and over portions thereof, including, without limitation easements for utility, drainage and irrigation, for landscaping, repair and maintenance, for governmental, health, sanitation and emergency services, for limited public parking and for security services. Said easements extend over the Condominium Property and are in addition to the easements provided for herein.

14.02 No easement herein referred to shall be encumbered by any leasehold or lien other than those on the Condominium Parcels, unless:

(1) Any such lien is subordinate to the rights of Unit Owners, or

(2) The holder of any encumbrance or leasehold of any easement has executed and recorded an agreement that the use-rights of each Unit Owner will not be terminated as long as the Unit Owner has not been evicted because of a default under the encumbrance or lease, and the use-rights of any Mortgagee of a Unit who has acquired title to a Unit may not be terminated.

14.03 The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose), shall have the right and authority, without the joinder of any Unit Owner or other party for whose benefit the easement was created, to grant such additional easements for ingress and egress or for

the purpose of utilities or other easements and to modify or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Property, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that the granting of such easements or the modification or relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. Nothing in this Subsection effects the minimum requirements of Paragraph 14.01 (a) or Subsection 14.02 above. Prior to the transfer of control of the Association, Developer reserves unto itself all rights and authority granted to the Association in this Subsection.

14.04 Developer hereby grants to each Owner non-exclusive easements for use and enjoyment, including without limitation ingress, egress, parking, utilities and drainage, over, under, across and through the Amenities Phase described at Exhibit A hereto. In the event any phase or phases are not added to this Condominium, but are developed as one or more separate condominiums to be operated by the Association, Developer shall grant such easements as set forth in this Subsection to all unit owners of each separate condominium.

14.05 In the event the real property comprising any phase or phases is developed as one or more separate condominiums to be operated by the Association or in any other manner except as a phase or phases of this Condominium (the "Released Property"), Developer hereby obligates itself to grant to the Unit Owners nonexclusive easements as may be necessary or desirable for ingress and egress, utilities, water, sewer and drainage over, under, across and through the portions of the Released Property which are improved for such purposes. The easements so granted hereunder shall be sufficient in all respects for the installation, maintenance and repair of those improvements necessary to provide ingress, egress, utility service, water service, sewer service and drainage for the benefit of all Owners and occupants of the Condominium. Developer hereby grants to every condominium operated by the Association within the Released Property non-exclusive easements as may be necessary or desirable for ingress, egress, utilities, water, sewer and drainage over, under, across and through those portions of the Common Elements previously developed for such use.

15. Common Expenses and Common Surplus.

15.01 Common Expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by this Declaration and the Bylaws, including, but not limited to, the following:

(a) the costs of Operation, maintenance, repair, and replacement of the Common Elements, excluding certain Limited Common Elements as set forth in Section 12 above,

(b) the cost of reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act, unless properly waived or reduced as provided therein,

(c) the costs of fire, flood, and other casualty and liability insurance as set forth in the Bylaws,

(d) the costs incurred in the management of the Condominium and the administration of the Association, including professional fees and expenses,

(e) the costs of water, electricity and other utilities which are not metered separately to the individual Units,

(f) the costs of installation of additions, alterations or improvements, or of the purchase of additional lands, leaseholds or other possessory or use rights in lands or facilities or memberships or other interests in recreational facilities acquired for the benefit of all the members,

(g) the costs of any taxes assessed or levied against the Association,

(h) the costs of damage to the Condominium Property in excess of insurance coverage, except as provided in Section 23 below,

(i) upon the approval of the membership or the Board, the initial costs of installing cable or central antenna television services for the Condominium buildings and, thereafter, the basic monthly service cost for each Unit, and

(j) the costs of Operation, management, maintenance, repair and replacement of all property owned by the Association or subject to its jurisdiction, and

(k) all other costs and expenses that may be duly incurred by the Association through its Board from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

15.02 The percentages of sharing Common Expenses and owning Common Surplus shall be the same as the undivided share owned by each Unit Owner in the Common Elements as provided at Exhibit B attached hereto.

15.03 Funds for the payment of Common Expenses shall be collected by Assessment against Unit Owners as provided in Section 16 below and the Bylaws.

16. Annual Assessments of the Association and of the Community Association.

16.01 The estimated initial Assessment chargeable to each Unit Owner for Common Expenses and the estimated initial assessment of the Community Association shall be the amounts set forth in the initial budget of the Association, a copy of which is attached hereto as Exhibit C.

16.02 The Board or Unit Owners shall approve an annual budget in accordance with the provisions of the Bylaws, which budget shall project anticipated expenses in sufficient detail to show estimates for taxes, insurance, present operating and maintenance expenses, and reserve accounts for future expenditures. In addition, the Board shall have the power to levy special assessments against the Unit Owners in proportion to each Unit's share of the Common Expenses, if necessary to cover unanticipated expenditures which may be incurred during the accounting year, as well as assessments resulting from enforcement of the terms of this Declaration pursuant to Subsection 2(m) of Article XVI of the Bylaws.

16.03 The percentage of the Common Expenses chargeable for each accounting year against each Unit is set forth in Exhibit B; however, such Assessment shall be made against Unit Owners not less frequently than quarterly, in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and reserves, and for all unpaid operating expenses previously incurred.

16.04 The estimated annual assessment by the Community Association chargeable to each Unit Owner shall be disclosed on the Association's annual budget for informational purposes, but shall not be included therein as an expense of the Association.

16.05 Unless the Community Association elects to collect its assessments directly from the Unit Owners, each such assessment shall be added to the Assessment of the Association and both assessments shall be made against Unit Owners as a single sum. All monies so collected shall be applied first to satisfy the indebtedness owed to the Community Association, then to satisfy the indebtedness owed to the Association.

16.06 The Association may pay to the Community Association any indebtedness owed said Community Association by a Unit Owner. The Association shall then have a lien against the Condominium Parcel of such non-paying Unit Owner as set forth in Section 17 below.

17. Liabilities, Lien and Priority, Interest, and Collections Relating to the Assessments of the Association and the Community Association.

17.01 The liability of a Unit Owner for Common Expenses shall be limited to the amount for which he is assessed from time to time in accordance with this Declaration and the Bylaws. The Unit Owner shall also be liable for a share of the expenses of the Community Association as set forth in the Master Declaration.

17.02 A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments of the Association and the Community Association coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments against the grantor up to the time of such voluntary conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefor.

17.03 The liability for Assessments may not be avoided or abated by abandonment of the Unit for which the assessment was made, or by waiver, either voluntary or involuntary, of the use or enjoyment of any Common Elements, services or recreation facilities of the Association, including an interruption in the availability of same for any reason.

17.04 All Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, for any Assessments and installments not paid on or before ten (10) days from the date when due, the Association shall have the right and power to levy late charges against the Unit Owner, in such amounts as deter-

mined by the Association from time to time and to accelerate all such Assessments and installments which are to become due during the remainder of the accounting year. Notwithstanding the above, the Association may waive payment of interest, or late charges, or acceleration or any of these on determination that said waiver is in its best interest.

17.05 The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, with interest and late charges thereon, until paid. The lien shall also secure any legal costs incurred as set forth below. Such liens shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida a claim of lien stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The lien shall continue in effect until all sums secured by it shall have been fully paid except that no such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, interest, late charges, costs and attorneys' fees which are due and which may accrue subsequent to the claim of lien and prior to the entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of recording of the claim of lien, including the lien of a Mortgagee.

The Association may bring an action in its name to foreclose such lien in the manner a mortgage on real property is foreclosed, as more fully set forth in Section 718.116 of the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the defendant shall pay the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association and incident to the collection of such Assessments or enforcement of such lien, including legal services rendered prior to any litigation, during trial, upon any appeal, post judgment and bankruptcy proceedings. As used herein, reasonable attorneys' fees shall be deemed to mean such reasonable sums as a court might award but in any event not less than One Hundred Fifty Dollars (\$150.00) if any action is actually filed on behalf of the Association.

17.06 The Association shall have the right to bid on the Condominium Parcel at any sale, applying as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

17.07 When a mortgagee of a first mortgage of record, or other purchaser, of a Unit obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and its 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 of such Parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses of the Association and collectible from all of the Unit Owners, including

such acquirer, its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of some or all of such Assessments coming due during the period of such ownership.

17.08 Any person who acquires an interest in a Condominium Parcel, excepting as described in Subsection 17.07 above, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments of the Association due and owing by the former Owner have been paid.

17.09 Within fifteen (15) days after request by a Unit Owner or a Unit Mortgagee, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby.

17.10 The Association acting through its Board, shall have the right to assign its claim of lien rights for the recovery of any unpaid Assessments to Developer or to any Unit Owner or group of Unit Owners, or to any third party.

17.11 Nothing herein shall abridge or limit the rights or responsibilities of Mortgagees of a Condominium Unit. A first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Unit Owner/borrower of any obligation under the Condominium constituent documents which is not cured within sixty (60) days.

17.12 Except as set forth in Subsections 17.07 above and 25.04 below, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense of the Condominium unless all Unit Owners are likewise proportionately excused from such payment; provided, however, Developer shall be excused from the payment of its share of the Common Expense which would have been assessed against those Units it owns or has an obligation to pay Condominium expenses thereon during the period of time that it shall have guaranteed to each purchaser in this Declaration or by agreement between Developer and a majority of Unit Owners other than Developer, that the Assessment for Common Expenses of the Condominium imposed upon the Unit Owners would not increase over a stated dollar amount and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the Assessment at the guaranteed level receivable from other Unit Owners. Developer hereby obligates itself as described above for the period of time and for expenses in excess of Assessments in the stated dollar amount set forth in the initial budget attached hereto as Exhibit C.

17.13 By acceptance of a deed thereto, every Owner of any Unit shall be deemed to acknowledge conclusively that the obligations evidenced by assessments provided for in this Declaration are superior in dignity to any homestead rights which said Unit Owner may now or in the future claim with regard to the Unit.

17.14 Any claim or lien right against a Unit Owner for the recovery of any unpaid assessment of the Community Association which is assigned by said Community Association to the Association shall thereafter be deemed a claim or lien right of the Association and subject to the provisions of this Article.

18. Liens.

18.01 With the exception of liens which may result from the initial construction of this Condominium, subsequent to the recording of this Declaration and while the property remains subject to this Declaration, no liens of any nature are valid against the Condominium Property as a whole except with the unanimous consent of the Unit Owners. During this period, liens may arise only against individual Condominium Parcels.

18.02 Labor performed on or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to Chapter 713 of the Florida Statutes against the Unit or Condominium Parcel of any Unit Owners not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if duly authorized by the Association, the labor or materials may be deemed to be performed or furnished with the express consent of each Unit Owner and shall be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

18.03 In the event a lien against two or more Condominium Parcels becomes effective, each Owner thereof may relieve his Condominium Parcel of the lien by exercising any of the rights of a property owner under Chapter 713 of the Florida Statutes or by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, the lienor shall release the lien of record for such Condominium Parcel.

18.04 Service or delivery of notices, papers or copies thereof permitted or required under Chapter 713 of the Florida Statutes for or incident to the perfection or enforcement of liens arising from labor or materials furnished and duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the Common Elements may be brought against the Association, and the Owners of Units shall not be deemed necessary parties to such suits.

18.05 Ad valorem taxes and special assessments by taxing authorities shall be assessed against the Condominium Parcels and not upon the Condominium Property as a whole. Each Condominium Parcel shall be separately assessed for ad valorem taxes and special assessments as a single parcel. The taxes and special assessments levied against each Condominium Parcel shall constitute a lien only upon the Condominium Parcel assessed and upon no other portion of the Condominium Property.

19. Sales, Rental, Lease or Transfer.

19.01 In the event any Unit Owner wishes to sell, transfer, rent or lease his Unit, the Association shall have the right to approve said sale, transfer, rental or lease. Any attempt to sell, transfer, rent or lease said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association, and approval of a subsequent sale, transfer, rental or lease shall validate any and all such prior transactions. The requirement

of prior approval from the Association is intended as a means for the Association to have accurate records of the persons occupying any Condominium Unit and to enable the Association to discharge its duties and responsibilities to the occupants, the Unit Owners and the Mortgagees. No person shall be denied approval for reasons which are unconstitutional or violative of any federal, state or local law.

19.02 Should a Unit Owner wish to sell, transfer, lease or rent his Unit, he shall, before accepting any such offer, deliver to the Board a written notice containing the name and address of the person to whom the proposed sale, lease or transfer is to be made and such other reasonable information requested within five (5) days from receipt of such notice by the Board.

19.03 The Board, within twenty (20) days after receiving such notice and such supplemental information as it requires shall either consent to the transaction specified in said notice or, by written notice to be delivered to the Unit Owner's Unit or mailed to the place designated by the Unit Owner in his notice, designate the reason or reasons for denying approval. The consent of the Board shall be in proper recordable form, signed by any officer of the Association before two witnesses and acknowledged by said officer before a notary public, and shall be delivered to the purchaser or lessee. Should the Board fail to act within the time stated above the Board shall be deemed to have accepted and shall thereafter prepare and deliver its written approval in the required proper recordable form, and no conveyance of title or interest whatsoever shall be deemed valid without such consent of the Board.

19.04 In the event the sale, transfer, lease or rental to a third party is approved by the Board but is not ultimately consummated, the Unit Owner may not sell, transfer, lease or rent his Unit without further complying with the terms and conditions of this Section 19.

19.05 The sub-leasing or sub-renting of a Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof.

19.06 The Association shall have the right to require that a substantially uniform form of lease, or sub-lease, be used or, in the alternative, Board approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, an entire Unit may be rented provided the occupancy is only by the lessee, his family, servants and guests. No individual rooms may be rented. No Unit Owner shall be permitted to rent or lease his Unit to any person or other legal entity for a period of less than four (4) months, for or without consideration. If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to stop such violation and prevent future violations, and the Unit Owner in violation of this Section shall pay all costs and attorney's fees that the Association may incur as a result of this litigation, including services rendered in any appellate action. All tenants will be required to abide by this Declaration, the Declaration of Covenants, the bylaws of the Association and Community Association, and the rules and regulations of the Association and the Community Association.

19.07 If a corporate entity is the Owner of a Unit, it may designate officers, directors and employees as the occupants of the Unit for such period of time as it desires if

no charge for such occupancy is collected, and such designation shall not be deemed a transfer, rental or lease of the Unit.

19.08 A preset fee of up to \$50 may be charged by the Association in connection with any transfer, sale, lease, sublease or other transfer of a Unit which the Association is required to approve, however, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The amount of said fee shall be determined by the Board from time to time.

19.09 Anything in this Section 19 to the contrary notwithstanding, should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the Owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, shall have the unqualified right to obtain title, sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior approval by the Board. Notice of said transfer is required in order to maintain accurate Association records. Such transferee shall be subject to the provisions of this Section in the same manner as any other Unit Owner.

19.10 This Section shall not be applicable to Developer, which is irrevocably empowered to sell, lease or rent Units to any lessees or purchasers. Developer may make such use of its Units and the Common Elements as may facilitate sales of said Units, including, but not limited to maintenance of a sales office, display of sales signs, leasing said Units and showing the Units for sale to prospective purchasers. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer.

20. The Association.

20.01 The Operation of the Condominium shall be by the Association. The Association, through its members or its Board, may adopt, revoke and amend reasonable rules and regulations pertaining to the use, maintenance and conservation of Condominium Property, and for the health, comfort, safety and welfare of the Owners and occupants of the Units. In accordance with the hearing procedure set forth in the Bylaws, the Association may levy fines for violation of the provisions of the Declaration, Bylaws, or any rules and regulations promulgated with respect to the Condominium. The Association may enter into a management agreement providing for a manager whose duties and salary shall be prescribed by the Board. The Association, by and through its Board, has the authority, without the joinder of any Unit Owner or any mortgagee, to grant any easement over, under, across or through the Common Elements as it, in its own discretion, deems advisable. Any easement so granted shall be recorded in the Public Records of Pinellas County, Florida and shall also be evidenced by an amendment to this Declaration. The officers and directors of the Association shall have a fiduciary relationship to the Unit Owners.

20.02 The Articles of Incorporation of the Association were filed in the office of the Secretary of State of the State of Florida, and a Certificate of Incorporation has been issued. A Certificate of Incorporation and a certified copy of the Articles in effect on the date of recording this Declaration are attached hereto as Exhibit D.

20.03 A copy of the Bylaws adopted by the Board which shall be utilized to govern the management and Operation of the Association is attached hereto as Exhibit E. The By-

laws may be modified or amended as provided therein; however, no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the Bylaws shall not affect the validity of the Condominium or the title to Condominium Parcels.

21. Community Association.

21.01 The Community Association is a Florida corporation not for profit which was organized for the purpose of, among other things, providing an entity responsible:

(a) To assist the homeowners' association, condominium association or other neighborhood association for each neighborhood within Placido Bayou to promote the health, safety and general welfare of the owners and occupants of such neighborhood pursuant to the Master Declaration; and

(b) To improve, maintain and operate certain property within Placido Bayou which shall be developed for the common use and enjoyment of the owners and occupants of the neighborhoods within Placido Bayou (the "Community Properties"), as more particularly described in the Master Declaration.

21.02 The Community Association has the power and authority set forth in the Master Declaration, including, without limitation, the power and authority:

(a) to control the overall appearance of Placido Bayou, including the exterior appearance of the Condominium,

(b) to enforce the Master Declaration and all other covenants and restrictions that are applicable to Placido Bayou and that have been made a part of the Public Records of Pinellas County, Florida, from time to time, and

(c) to adopt such rules and regulations as it deems necessary to enable Placido Bayou to function as a well maintained, harmonious community and to provide for the proper use and enjoyment of the Community Properties by those individuals who are entitled to use said Community Properties.

21.03 Each Unit Owner shall be liable to the Community Association for a share of its operating expenses attributable to construction, improvement, maintenance and repair of said Community Properties, as well as the general and administrative expenses of the Community Association, as set forth in the Master Declaration.

22. Membership in the Association and the Community Association.

22.01 Each Unit Owner shall become a member of the Association and the Community Association pursuant to the respective bylaws of each association.

22.02 The Owner, or all Owners collectively if there is more than one Owner, of each Condominium Parcel shall be entitled to one (1) vote on each matter brought before the membership of the Association or the Community Association, which vote shall be cast by the Voting Representative or the Voting Member, respectively.

22.03 The Association, as the Neighborhood Association for Neighborhood C, shall elect not less than one (1) nor more than three (3) of its officers and directors as Voting Members to attend membership meetings of the Community Association and cast the votes allocated to Owners other than Developer within Neighborhood C, all as more fully set forth in the Master Declaration. Each Voting Member shall be deemed an officer of the Association and shall be subject to all applicable provisions of Article XI of the Bylaws.

22.04 Each Voting Member elected by the Neighborhood and in attendance at a membership meeting of the Community Association shall be entitled to cast an equal share of the votes of the Neighborhood, excepting votes of the Developer, in the manner such Voting Member deems, in his sole discretion, to be in the best interest of the Neighborhood or Placido Bayou, unless, prior to the membership meeting of the Community Association, the Board or the membership of this Association shall direct the Voting Member(s) to cast the votes of the Neighborhood in a particular manner on all or any matter coming before the meeting.

23. Limitation of Liability.

23.01 The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration and the Bylaws. An Owner shall also be liable for a share of the operating expenses of the Community Association as provided in its bylaws and in the Master Declaration.

23.02 A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree as the owner of a house would be liable for an accident occurring within his house. The Owner of a Unit may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements, and in no case shall that liability exceed the value of his Unit.

23.03 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, said Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

23.04 A Unit Owner shall be liable and shall be specially assessed for the expense of any maintenance, repair or replacement rendered necessary by his act or omission, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire or other hazard insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements or of the Limited Common Elements.

24. Management Agreement. The Association has entered into a Management Agreement, a copy of which is included in the corporate records of the Association. Each Unit Owner, his heirs, successors and assigns shall be bound by the said Management Agreement to the same extent and effect as if he had executed said Agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and

confirming the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder; and agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

25. Transfer of Association Control.

25.01 Developer shall have full rights and authority to appoint and to remove or replace from time to time, any or all directors to the Board until the transfer of control to the Association as set forth herein; provided, however:

(a) When Unit Owners, other than Developer, own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners, other than Developer, shall be entitled to elect not less than one third (1/3) of the directors.

(b) Unit Owners, other than Developer, shall be entitled to elect not less than a majority of the directors:

(1) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; or

(4) when some of the Units have been sold to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business;

whichever comes first.

(c) Subject to Developer's right set forth in Paragraph (d) below, Unit Owners, other than Developer, shall be entitled to elect all directors at such time as Developer exercises its rights under Subsection 25.05 and transfers control of the Association to the Unit Owners.

(d) Notwithstanding anything herein to the contrary, Developer shall be entitled to elect not less than one (1) director so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

25.02 Prior to the transfer of Association control to Unit Owners, and as an aid in said transition, Developer may solicit the Unit Owners to select an ad hoc transition committee. Developer may assist in providing training and education to the committee in the Operation, duties and responsibilities of the Association in general, and the Board in particular. The transition committee would consist of as many persons as are permitted to be on the Board. No compensation would be paid to any such committee member. In the event more Unit Owners volunteer for the transition committee than vacan-

cies allow, committee members may be elected at a special meeting of the membership or, if a quorum cannot be obtained, at any Board meeting.

25.03 Within sixty (60) days after Unit Owners other than Developer are entitled to elect a member or members of the Board, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the membership for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

25.04 If Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(a) Assessment of Developer as a Unit Owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of Units by Developer; however, an increase in Assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sales of Units.

25.05 Developer, at its option, shall have the right to call a turnover meeting to transfer control of the Association to the Unit Owners, who shall accept such control, at any date earlier than the mandatory transfer of control date delineated herein; however, in any event, not more than 60 days after the time that Unit Owners other than Developer elect a majority of the members of the Board, Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, Developer shall deliver to the Association all property of the Unit Owners and the Association held or controlled by Developer, including, but not limited to the following items, if applicable, as to the Condominium:

(a) (1) The original, a certified copy, or a photocopy of the recorded Declaration and all amendments thereto. If a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by Developer or officer or agent of Developer as being a true and complete copy of the actual recorded Declaration,

(2) A certified copy of the Association's Articles of Incorporation and any amendments thereto,

(3) A copy of the Bylaws,

(4) Minute books, including all minutes, and other books and records of the Association, if any,

(5) Any Association rules and regulations which may have been promulgated.

(b) Resignations of officers and directors who may be required to resign for reason of the requirement that Developer relinquish control of the Association.

(c) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover, which documents shall be reviewed as required by the Condominium Act.

(d) Association funds or control thereof.

(e) All tangible personal property that is represented by Developer to be part of the Common Elements, that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(f) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of Developer, his agent, or of an architect or engineer authorized to practice in the State of Florida that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements.

(g) Insurance policies.

(h) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(i) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Developer took control of the Association.

(j) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(k) A list of the names and addresses of all contractors, subcontractors and suppliers.

(l) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on Developer's records.

(m) Leases of the Common Elements and other leases to which the Association is a party.

(n) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have an obligation or responsibility, directly or indirectly to pay some or all of the fee or charge of the person or persons performing the services.

(o) All other contracts to which the Association is a party.

Developer shall pay the costs for the preparation or duplication of the documents required by this Subsection to be provided the Unit Owner controlled Association upon transfer of Association control. Developer shall obtain a receipt for transfer of said documents which shall include, but not be limited to, a listing of all the items set forth herein. The receipt shall contain the date of transfer of the records and shall be signed by Developer and a non-Developer Unit Owner director. A copy of the receipt shall be given to the Association. Developer and the Association shall retain the receipt for a period of seven (7) years.

26. Termination of Condominium.

26.01 Except as provided in Section 27 or Subsection 26.02, below and duly subject to the requirements of Subsection 28.01, the Condominium Property may be removed from the provisions of the Condominium Act only by the consent of ninety percent (90%) of all of the Voting Representatives, evidenced by an instrument to that effect, duly recorded, and upon the written consent of at least two-thirds (2/3) of first Mortgagees (based upon one vote for each first mortgage owned) of any of the Condominium Parcels.

26.02 In accordance with the provisions of Article XVII of the Bylaws, the Unit Owners may vote to abandon the Condominium in the event a common casualty results in "substantial damage", in which case the Condominium Property shall be removed from the provisions of the Condominium Act.

26.03 Upon removal of the Condominium Property from the provisions of the Condominium Act, the former Condominium Property shall be owned in common by the Unit Owners, each Owner owning the same proportion as the original purchase price of his Unit bears to the total of the original purchase prices of all Units. It is the intent of this provision that Unit Owners, upon termination, will not lose the value differential of their respective Units when sharing in the ownership of the former Condominium Property. All liens shall be transferred to the undivided share in the former Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

26.04 The termination of the Condominium shall not bar the creation of another condominium affecting all or any portion of the same property.

27. Equitable Relief.

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner or Mortgagee shall have the right to petition a court of equity having jurisdiction in and for Pinellas County, Florida, for equitable relief, which may, but need not necessarily, include termination and partition of the Condominium.

28. Rights of Mortgagees.

28.01 Notwithstanding Sections 26 and 27 above or anything contained in this Declaration to the contrary, except as provided by Florida law, in case of condemnation or substantial loss to the Units or Common Elements of the Condominium project, unless at least two-thirds (2/3) of the first Mortgagees (based upon one vote for each first mortgage owned) of the individual Units have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium project;

(b) change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Condominium Parcel;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.

28.02 Holders, insurers or guarantors of any first mortgage encumbering a Unit shall have the right to inspect, upon request, during normal business hours, current copies of this Declaration, the Articles of Incorporation, the Bylaws, the rules and regulations, the books, the records and the financial statements of the Association, and shall have the right to receive a copy of any financial statement prepared by the Association.

28.03 Holders, insurers or guarantors of any first mortgage encumbering a Unit shall, upon written request to the Association, be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insurer, or guarantor;

(b) any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

29. Amendment of Declaration.

29.01 The power to modify or amend this Declaration may be exercised by the Board and the members of the Association if notice of the proposed change is given in the notice of the meetings. An amendment may be proposed either by the Board or by not less than ten percent (10%) of the Voting Representatives. Unless otherwise provided herein, the resolution adopting a proposed amendment must bear the approval of not less than two-thirds (2/3) of the Board and two-thirds (2/3) of the Voting Representatives who cast their vote, or not less than seventy percent (70%) of the Voting Representatives who cast their vote. Any vote to amend the Declaration relative to a change in percentage of ownership in the Common Elements or sharing of Common Expenses shall be conducted by secret ballot.

29.02 Alternatively, unless otherwise provided herein, the Declaration may be modified or amended without meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment shall be signed by fifty percent (50%) of all Voting Representatives of the Association.

29.03 An amendment, other than amendments made by Developer pursuant to Sections 4, above, or 30, below, or Subsection 29.06 below, shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the proper officers of the Association in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of the Association is not required. The amendment shall be effective when properly recorded in the Public Records of Pinellas County, Florida.

29.04 Except as set forth in Section 4 and Subsection 20.01 above, no amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Unit, or change the proportion or percentage by which the Owner of the Condominium Parcel shares the Common Expenses and owns the Common Surplus unless the record Owner thereof and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be adopted which would eliminate, modify, prejudice or affect any rights, benefits or privileges granted or reserved to Developer under this Declaration or its Exhibits without the express written consent of Developer.

29.05 If it appears that through scrivener's error any word has been misspelled, or any reference to any document or the Florida Statutes or any portion thereof is incorrect, or some error or omission which does not materially adversely affect Unit Owners has been made, or a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses, or that all of the Common Expenses or interest in Common Surplus or all of the Common Elements have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed or the sum total of shares of the Common Expenses or ownership of the Common Surplus fail to equal one hundred percent (100%), or if more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board or by a majority of the Voting Representatives.

29.06 Developer shall have the right and irrevocable power to amend the Declaration as it deems necessary or desirable from time to time to (a) identify, locate, and state the dimensions of any Units which are not certified on Exhibit A as being completed, and provide surveyor certificates of completion for such Units as required by law; (b) correct any errors or omissions in the Declaration or any exhibits hereto; (c) in the event a phase or phases is not added to the Condominium but developed as a separate condominium to be operated by the Association, to amend the Declaration and Bylaws as may be necessary or desirable to provide for such operation; (d) make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations; or (e) gain acceptance or approval of any institutional lender or title insurer. Any such amendment shall be executed by Developer, and the joinder or further consent of individual Unit Owners or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Pinellas County, Florida.

29.07 No provision of the Declaration shall be revised or amended by reference to its title or number only.

Proposals to amend existing provisions of the Declaration shall contain the full text of the provision 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 Declaration. See provision... for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

30. Phase Development.

30.01 The Condominium is being developed as a phase condominium in accordance with the provisions of Section 718.403 of the Condominium Act. The initial phase submitted to condominium ownership is Phase Milano. Developer plans to add six (6) addition phases to the Condominium, as follows:

(a) The land which may become part of the Condominium and the land on which each phase is to be built is more particularly described as part of Exhibit A hereto. Plot plans and surveys for each phase are additionally included as part of Exhibit A. Developer has no obligation or responsibility to cause any additional phase to be constructed or added to the Condominium.

(b) Each phase shall contain the number of Units depicted at Exhibit A hereto. There are four (4) types of Units, A, B, C and E. Each fourplex cluster contains one Unit of each type, each fiveplex cluster contains an additional E Unit. The floor plan specifications, structures, style, equipment, amenities and all other features of any Unit or type of Unit may be altered in subsequent phases in Developer's sole discretion provided the general size of each Unit shall be approximately 1,093 square feet for each A Unit, 1,364 square feet each B Unit, 1,295 square feet for each C Unit, and 1,526 square feet for each E Unit.

(c) Each Unit's percentage ownership in the Common Elements ("Percentage") as each phase is added shall be recalculated so that all Units comprising the Condominium at any time shall own collectively one hundred percent (100%) of the Common Elements and so that each Unit's Percentage shall be based on the square footage for such Unit as compared to the total square footage for all Units. The Percentage assigned to each Unit in Phase Milano and the Percentage expected to be assigned to each Unit in the event all phases are added to the Condominium are set forth in Exhibit B hereto, together with a formula for determining the Percentage for each Unit as each phase is added. Any amendment to the Declaration which adds subsequent phases shall state the resulting Percentage appurtenant to each Unit.

(d) A swimming pool area and the road named Milano Avenue, together with twenty-one (21) adjoining parking spaces, all as more specifically described in Exhibit A hereto, comprise Phase Amenities. Non-exclusive easements for use and enjoyment of Phase Amenities shall be granted to all Unit Owners and, until a swimming pool has been constructed within their Neighborhood (Neighborhood D) or until such earlier time as determined by Developer in its sole discretion, to all unit owners of Plaza Villas I, A Condominium.

Phase Amenities is expected to be added to the Condominium as the final phase, but is not expected to be added to the Condominium unless and until all other phases have been so added. In the event any phase in addition to Phase Amenities is not added to the Condominium, Developer intends to transfer fee simple title to Phase Amenities to the Association in the same manner and subject to the same terms and conditions as set forth in the Master Declaration for the transfer of Community Properties to the Community Association. Approximately three thousand dollars (\$3,000) shall be spent on pool furniture. No other personal property into be provided in connection with the pool area. All costs for maintenance and operation of Phase Amenities shall be equally divided among all Condominium Units having use rights therein.

(e) Each Unit Owner shall be a member of the Association. One (1) membership vote in the Association shall be attributable to each Unit in the Condominium regardless of whether any phase or phases are not developed and added as a part of the Condominium.

(f) Time-share estates shall not be created with respect to Units in any phase.

30.02 Upon substantial completion of the construction of any additional phase which Developer intends to add to the Condominium, Developer shall file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation a survey prepared by a surveyor authorized to practice in the State of Florida with the appropriate certificate of the surveyor. Said certificate shall state that the construction of the improvements for such phase is substantially complete and is an accurate representation of the location and dimensions of the improvements. Such survey and certification shall also be recorded among the Public Records of Pinellas County, Florida, before any Units in said phase are conveyed to purchasers.

30.03 Notwithstanding the provisions of Section 718.110 of the Condominium Act nor any conflicting provisions of this Declaration, amendments to this Declaration adding phases to the Condominium shall not require the execution of such amendments or consents thereto by the Association nor by Owners other than Developer.

30.04 Phase Milano must be completed no later than December 31, 1984. Each additional phase of the Condominium must be completed no later than December 31, 1987, or Developer's right to add additional phases to the Condominium shall expire. Developer shall notify all Owners of the commencement of, or the decision not to add, one or more additional phases by certified mail addressed to each Owner at the address of his Unit or at his last known address.

30.05 If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) ownership of all Common Elements within the phases actually developed and added as part of the Condominium.

31. Miscellaneous

31.01 If any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any article, section, subsection, paragraph, sentence, clause, phrase, or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments or of the application of any such provision, article,

section, subsection, paragraph, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

31.02 All exhibits referred to herein shall be attached hereto and by said reference be incorporated herein and made a part hereof.

31.03 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the Operation of the Condominium in accordance with the laws made and provided for the same.

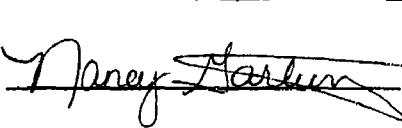
31.04 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each Unit Owner, his heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any Unit Owner.

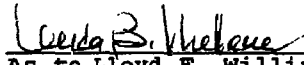
31.05 Service of process upon the Association may be had by serving any officer of the Association or by serving the agent designated for the service of process. Service of process upon the Association shall not constitute service of process upon any Unit Owner, except as provided at Subsection 18.04 above.

31.06 The provisions of this Declaration are to be amplified by the Articles of Incorporation and the Bylaws, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

31.07 The Board shall be responsible for interpreting the provisions of this Declaration and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

IN WITNESS WHEREOF, LLOYD E. WILLIAMS, JR., J. K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, have hereunto set their hands and seals on this, the 11th day of September, 1984.


LLOYD E. WILLIAMS, JR., as a
venture partner of Placido Bayou
Joint Venture, a Florida joint
venture


As to Lloyd E. Williams, Jr.

J. K. FINANCIAL CORPORATION,
a Florida corporation, as a
venture partner of Placido Bayou
Joint Venture, a Florida joint
venture

Nancy Hartman By John E. Williams
As to J. K. Financial Corporation
(CORPORATE SEAL)

Nancy Hartman
As to Robert Crisp
ROBERT P. CRISP, as a venture
partner of Placido Bayou Joint
Venture, a Florida joint venture

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 11 day of September, 1984, by LLOYD E. WILLIAMS,
JR., as a venture partner of Placido Bayou Joint Venture, a
Florida joint venture.

Linda B. Melleney
Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 11 day of September, 1984, by John E. Williams
the President of J. K. FINANCIAL CORPORATION,
a Florida corporation, on behalf of the corporation, as a ven-
ture partner of Placido Bayou Joint Venture, a Florida joint
venture.

Linda B. Melleney
Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

D. R. 5857 PAGE 1902

The foregoing instrument was acknowledged before me
this 11 day of ~~September~~ 1984, by ROBERT P. CRISP, as a
venture partner of Placido Bayou Joint Venture, a Florida
joint venture.

Linda B. Mollenberg
Notary Public



Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on the real property which has been submitted herein for condominium ownership hereby consents to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium created herein. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property, Loan Agreement, Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights and Assignment of Rents, Leases, Contracts, Accounts and Deposits, all dated May 31, 1984, and as modified from time to time. The Mortgage and Assignment of Rents, Leases, Contracts, Accounts and Deposits were recorded in Official Record Book 5773, commencing at Page 1790 and 1815 respectively, of the Public Records of Pinellas County, Florida. The Mortgage was re-recorded on August 14, 1984, in Official Record Book 5823, Page 474 of the Public Records of Pinellas County, Florida.

(2) The Financing Statement as to the Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights was recorded June 1, 1984 in Official Record Book 5773 commencing at Page 1652, of the Public Records of Pinellas County, Florida, as corrected by instrument recorded on August 14, 1984, in Official Record Book 5823, Page 501 of the Public Records of Pinellas County, Florida.

(3) The Financing Statement recorded on June 1, 1984, in Official Record Book 5773, Page 1657 in the Public Records of Pinellas County, Florida.

(4) Mortgage of real and personal property and Assignment of Rents, Leases, Contracts, Accounts and Deposits, both dated July 23, 1984, and recorded July 24, 1984, in Official Record Book 5809, commencing at Page 1521 and Page 1539, respectively, of the Public Records of Pinellas County, Florida.

(5) The Financing Statement recorded on July 24, 1984, in Official Record Book 5809, Page 1546, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 4th day of October, 1984.

signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of
the United States of America

Danuta L. Lewis
Solomon W. Malaczewski

By Robert J. Heinichon
Its Senior Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th day of October, 1984 by ROBERT L. HEINCHON, Senior Vice President of HOME FEDERAL BANK, F.S.B.

Solomon W. Malaczewski
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 28, 1987

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

CLUSTER HOMES I, A CONDOMINIUM

INCHES-EQUALS EASYWAY FOR UTILITY MAINTENANCE

A 30 foot continuous streamlet of infrared-active oscillators, the scattering being further described as follows:

from the Southwest corner of Tract 3, PLATINO ALCOU UNIT 1, as recorded in Plat Book 48, Pages 2-3 inclusive, Public Records of Tinseltown County, Florida, as a Point of Reference; thence along the East line at Placido Parkway Loop Northeast by the following two courses:

1. N. 26° 24' 30" W., 113.42 feet to a Point of Curve;
2. Along the arc of a curve to the left, Radius 413.00 feet; Arc 80.10 feet; Chord N. 32° 18' 39" W., 79.99 feet

for a Point of Beginning of the above-described tract: thence 2.6,570.70M., along Miami Avenue Northeast (a 20 foot wide road), 331.38 feet; thence N. 27° 22' 33"E., along said road, 208.35 feet; thence N. 88° 04' 00"E., along Walter Calkins Boulevard (a 20 foot wide street), 67.21 feet; thence N. 33° 18' 48"E., 160.06 feet; thence N. 89° 00' 00"E., 149.71 feet; for a Point on the East line of said Tract 3, being 5,012.9700M², 31.84 feet from the Northwest corner thereof, the Point of Termination.

PROPOSED BOUNDARY

CLUSTER BONES 1, A COMMUNITARIAN
All lands which may be exhibited to conservation/
All of Deer 3,
PLACID ARROYO UNIT 1,
as reflected in Plate Bonyard, Page 3 through 5 inclusive
Public Lands of the United States, Bonyard
Bonyard

Together with and subject to these elements entered in the Master Declaration of Ownership, Anticipatory, and Extended Protocol to Official Record No. 5564, Register at Page 275, of the Public Record of Florida County, Florida, which elements shall be deemed to constitute the entire agreement between the undersigned and the public, either or collectively, they are hereby agreed to provide reasonable record to the public upon request.

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
200 W. 3rd STREET NORTH
ST. PETERSBURG, FLORIDA

4WS
C6709.5/1

5067 OF 14

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS

ST. PETERSBURG PINELLAS COUNTY FLORIDA

LEGAL DESCRIPTION - PINE BLVD

That portion of tract 3, PLACEDD BARO UNIT 1, as recording in Plat Book 88, Pages 2 - 3 inclusive, Public Records of Emaleto County, Florida, and being further described as follows:

From the most westerly corner of said tract 3 to a Point of Reference, thence along the Eastern boundary thereof by the following curve:

(2) correct;

[illegible]

late, Radius 120.00 feet, Arc 72.00 feet to a Point of Tangency: then

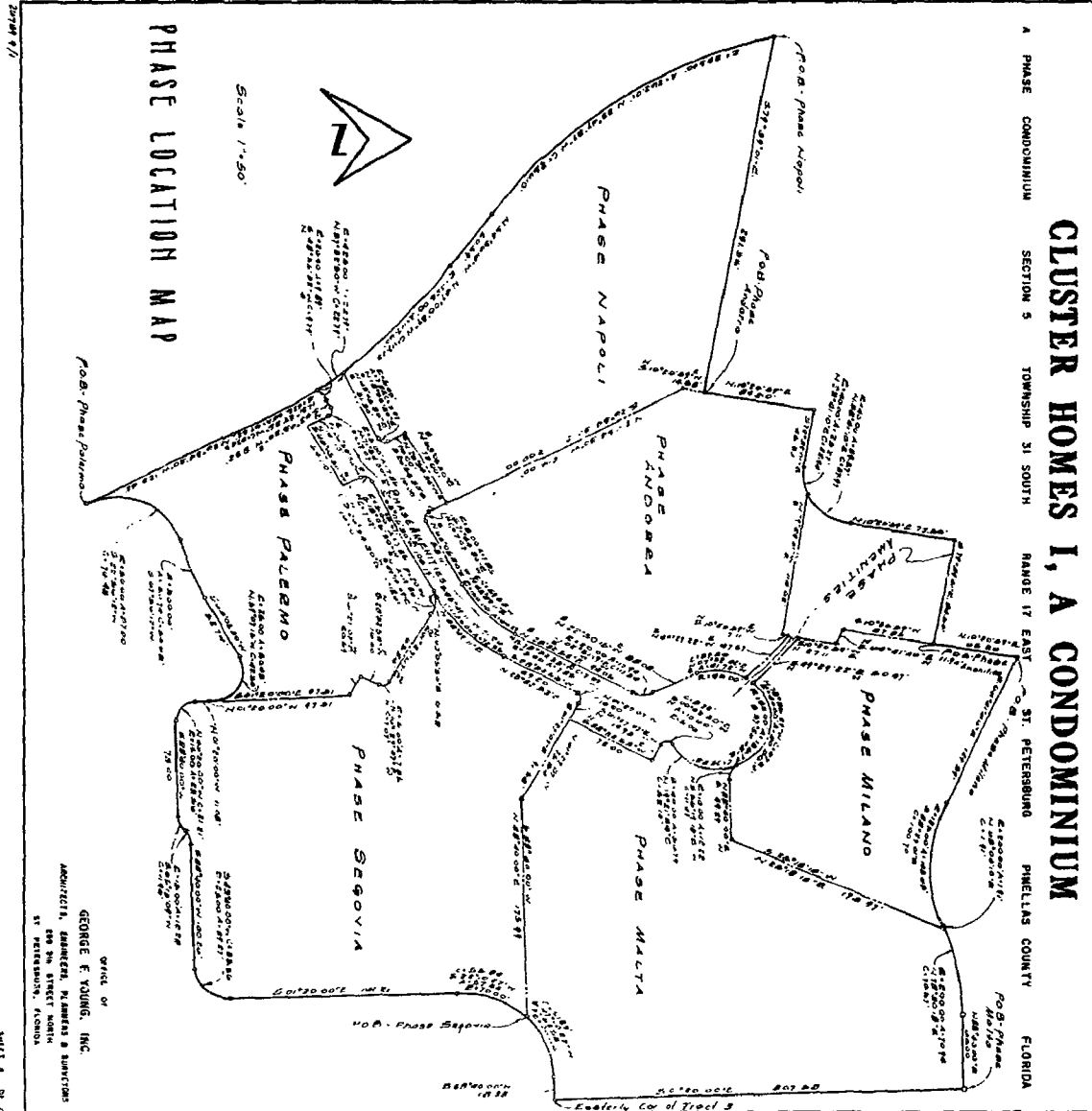
[illegible][illegible]

CHORDS ALONG CHORD OF A CATHEDRAL
17.94 feet, Chord 3.02° 51' 19" N.

[illegible]

of 10

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.



20700 5/1

Sheet 3 of 4

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

SHEET "A"

CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH
RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

T E A C Y

LACE TAPANYO

PROPOSED
OVERALL
SITE PLAN

Graphic Scale: 1"=30 feet

1

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

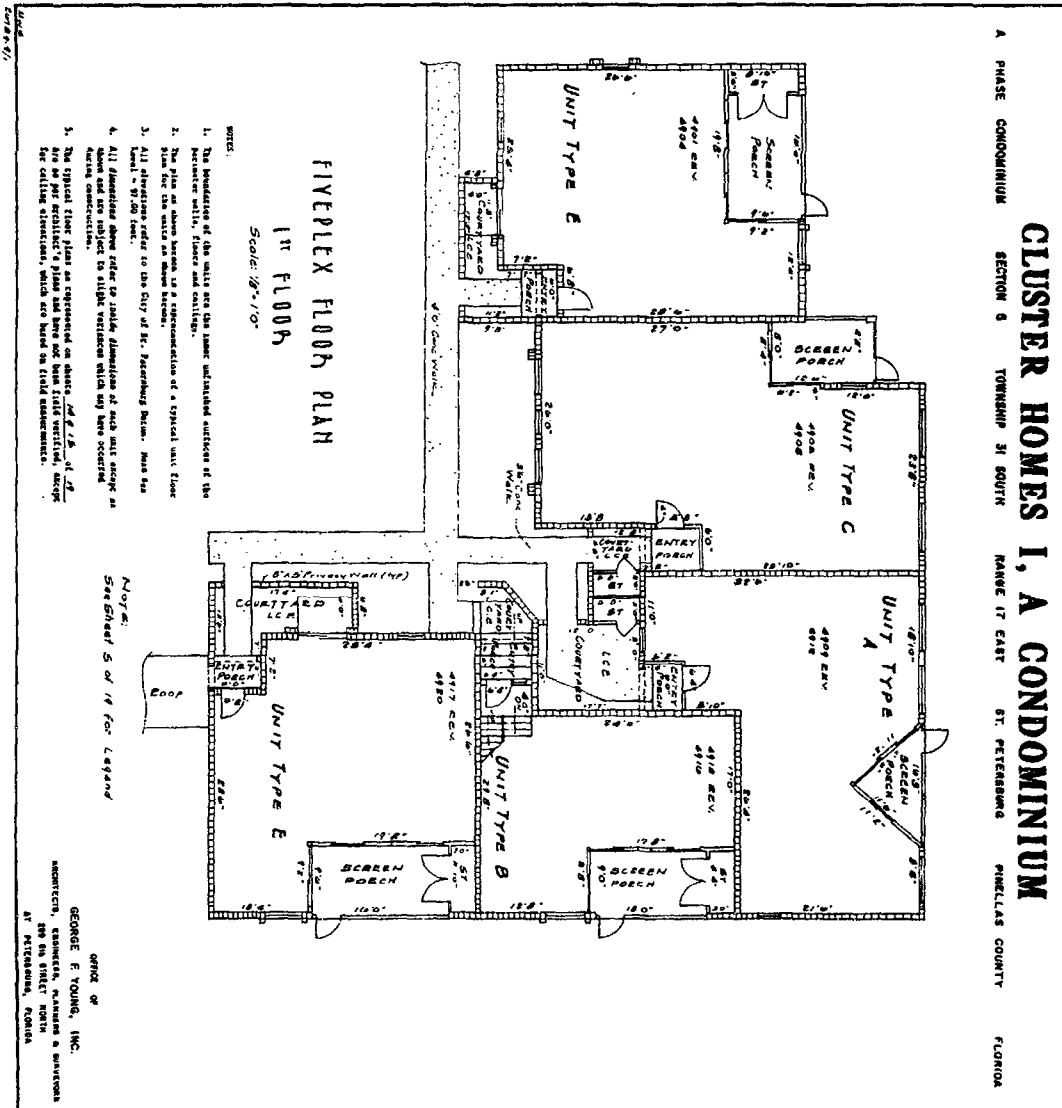
C. 76.05' Δ. 98.1' 26" T E A C T 2
 Δ. 28° 56' 18" N. L A E R M E M B E R S
 Δ. 99.41' 84"

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
630 ONE STREET NORTH
AT
PETERSBURG, FLORIDA

5 OF 10

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

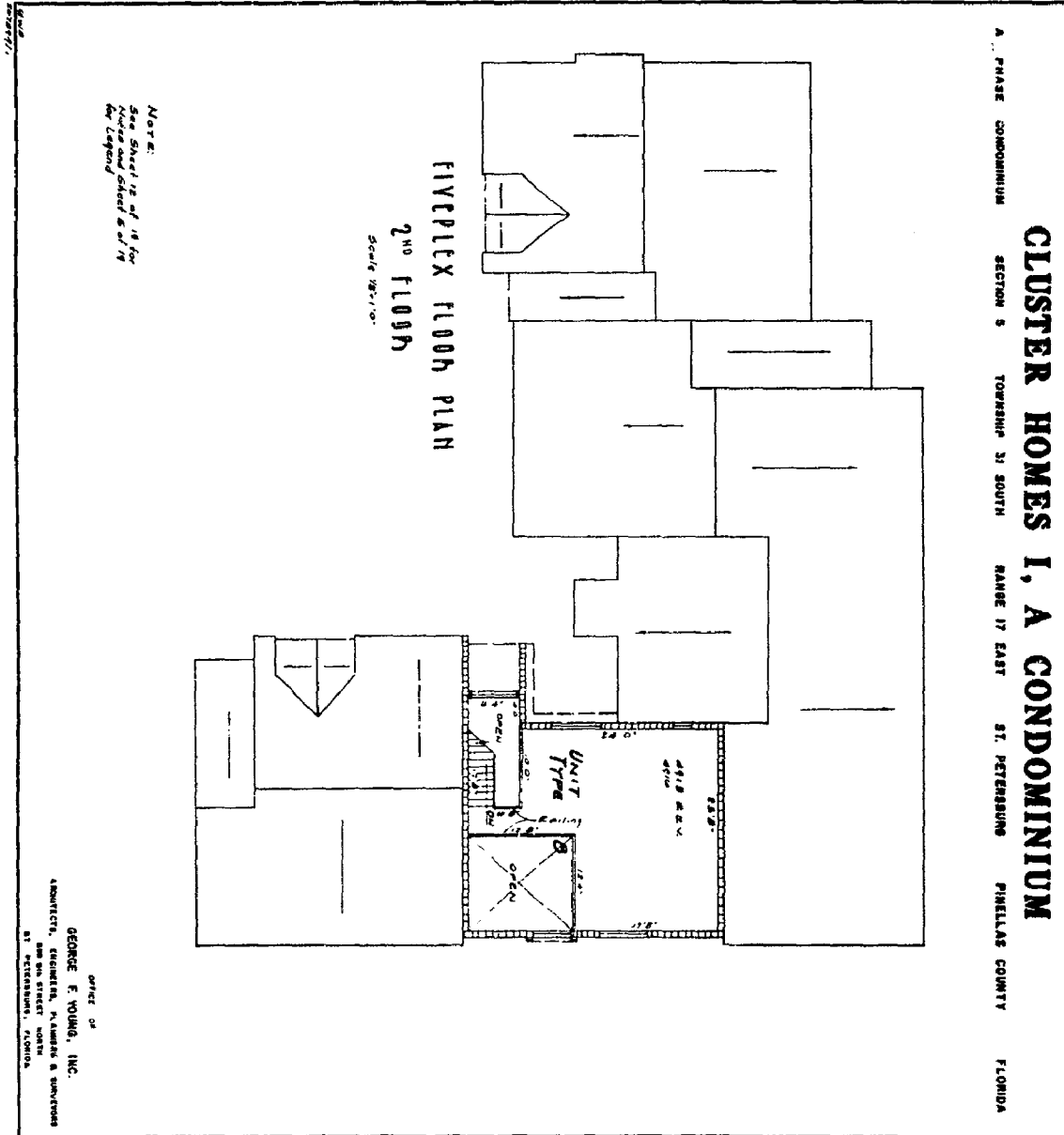
CLUSTER HOMES I, A CONDOMINIUM
 PHASE CONDOMINIUM SECTION 6 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF POOR QUALITY
 AND MAY BE ILLEGIBLE.

EXHIBIT "A"

Order: 5BZ4FJ223
 Address: 554 Andorra Cir NE
 Order Date: 04-01-2021
 Document not for resale
 HomeWiseDocs



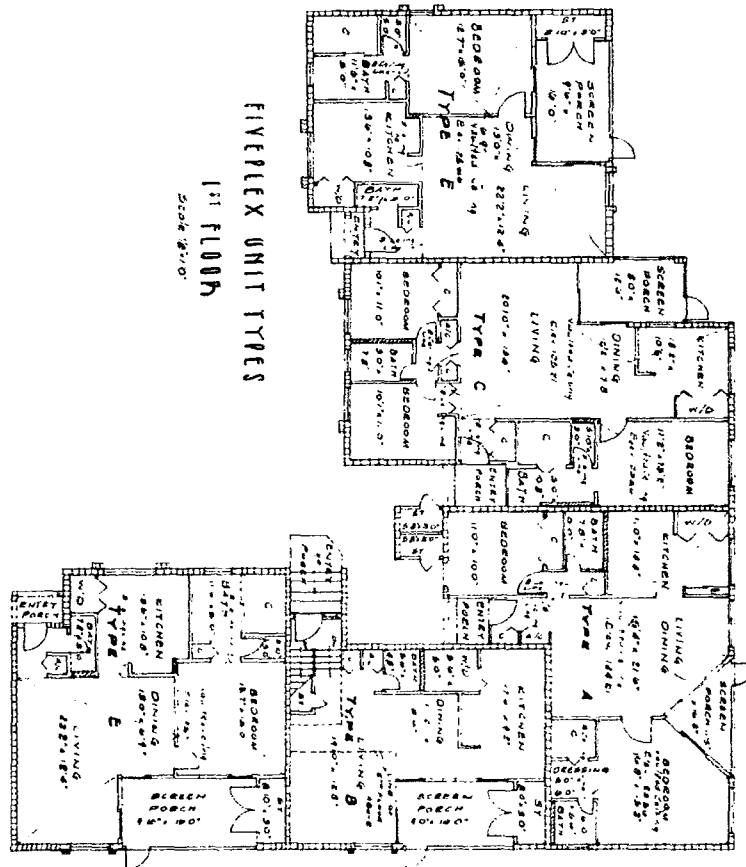
THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

EXHIBIT "A"

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



FIVEPLEX UNIT TYPES

1st FLOOR

Scale 1/8" = 1'-0"

NOTE:
See Schedule of 1/4" for
Dimensions and Schedule 5 of
1/4" for Legend

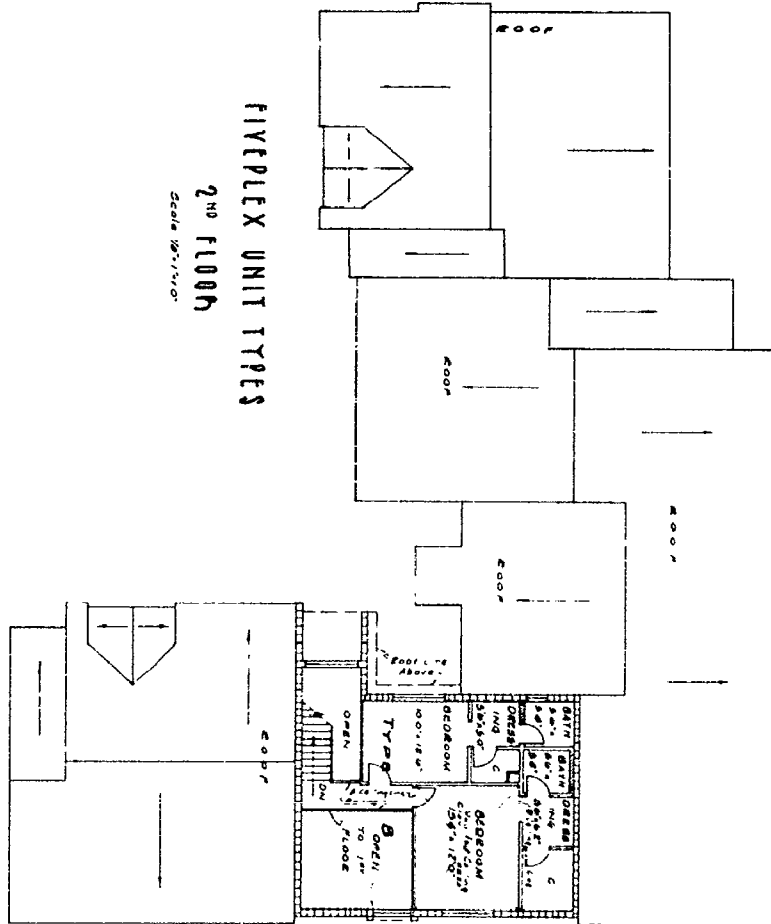
DESIGNED BY
GEORGE F. YOUNG, INC.
ARCHITECTS, CONSULTING ENGINEERS & SURVEYORS
200 1ST STREET NORTH
ST. PETERSBURG, FLORIDA

SHEET 10 OF 14

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

A PHASE CONDOMINIUM SECTION 3 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



FIVEPLEX UNIT TYPES

2ND FLOOR

Scale 1/8" = 1'-0"

NOTES:
See Sheet 18 of 19 for
Foundation and Slab & of 19
for Legend.

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
808 8th STREET NORTH
ST. PETERSBURG, FLORIDA

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

SCHEDULE 1
EXHIBIT B

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Percentage Ownership of Common Elements

PHASE MILANO

<u>UNIT TYPE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
E	4901	9.46
E	4904	9.46
C	4905	10.70
C	4908	10.70
A	4909	8.99
A	4912	8.99
B	4913	11.39
B	4916	11.39
E	4917	9.46
E	4920	9.46

Formula to Determine Percentage Ownership

The percentage ownership of the Common Elements ("Percentage") assigned to each of the ten (10) Units in the Condominium initially comprised of Phase Milano was computed based on the relative size of the Units. The square footage of each Unit was divided by the total square footage of all Units to obtain a percentage, which is approximately the Percentage set forth above. Minor adjustments in the actual figures were required in order that the total Percentages for all Units equal to one hundred percent (100%). The formula just described shall be used to compute Percentages for all Units each time a phase is added to the Condominium. The resulting Percentages shall be set forth in the amendment to the Declaration of Condominium adding such phase. Page 2 hereof sets forth the Percentage which is expected to be appurtenant to each Unit in the event all phases are added to the Condominium as described in Exhibit A. Developer has reserved the right to make such alterations in subsequent phases as may be permitted under the Condominium Act; therefore, the Percentages set forth at page 2 may vary slightly even if all phases are added to the Condominium.

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

ANTICIPATED PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
WITH ALL SEVEN (7) PHASES ADDED

<u>Unit Type</u>	<u>Unit No.</u>	<u>Per- centage</u>	<u>Unit Type</u>	<u>Unit No.</u>	<u>Per- centage</u>
E	546	1.139	C	675	1.288
B	550	1.370	E	677	1.139
A	554	1.080	E	679	1.139
C	558	1.288	E	683	1.139
E	562	1.139	B	687	1.370
E	566	1.139	A	691	1.080
C	570	1.288	C	695	1.288
A	574	1.080	E	699	1.139
B	578	1.370	E	4770	1.139
E	582	1.139	E	4771	1.139
E	586	1.139	B	4774	1.370
B	590	1.371	B	4775	1.370
A	594	1.081	A	4778	1.080
C	598	1.289	A	4779	1.080
E	601	1.139	C	4782	1.288
B	605	1.370	C	4783	1.288
A	609	1.080	E	4786	1.139
C	613	1.288	E	4787	1.139
E	617	1.139	E	4823	1.139
E	621	1.139	B	4827	1.370
B	625	1.370	A	4831	1.080
A	629	1.080	C	4835	1.288
C	633	1.288	E	4839	1.139
E	637	1.139	C	4840	1.289
E	641	1.139	E	4843	1.139
E	643	1.139	A	4844	1.081
B	654	1.370	C	4847	1.288
B	647	1.370	B	4848	1.371
A	649	1.080	A	4851	1.080
A	651	1.080	E	4852	1.139
C	653	1.288	B	4855	1.370
C	655	1.288	E	4859	1.139
E	657	1.139	E	4901	1.139
E	659	1.139	E	4904	1.139
E	661	1.139	C	4905	1.288
E	663	1.139	C	4908	1.288
C	665	1.288	A	4909	1.080
B	667	1.370	A	4912	1.080
A	669	1.080	B	4913	1.370
A	671	1.080	B	4916	1.370
B	673	1.370	E	4917	1.139
			E	4920	1.139

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

SCHEDULE 1

D. I. 5857 PAGE 1915

EXHIBIT C

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Estimated Operating Budget for First Year¹

Administration of the Association	Monthly		Annual	
	Phase Milano	All Phases	Phase Milano	All Phases
Management Fee ²	\$407.00	\$705.50	\$4,884.00	\$8,466.00
Insurance	104.88	874.00	1,258.56	10,488.00
Professional Fee	16.50	30.00	198.00	360.00
Miscellaneous	6.25	20.08	75.00	240.96
Fees to Division ³ & State	2.10	5.20	25.20	62.40
<u>Maintenance & Repair</u>				
Grounds	281.21	2,345.00	3,374.52	28,140.00
Maintenance Salaries	109.20	910.00	1,310.40	10,920.00
Pool	323.00	323.00	3,876.00	3,876.00
Building Supplies	8.40	70.00	100.80	840.00
Building Repairs	19.80	165.00	237.60	1,980.00
<u>Utilities</u>				
Electricity	29.52	246.00	354.24	2,952.00
Water & Sewer	77.64	647.00	931.68	7,764.00
Trash	108.50	652.00	1,302.00	7,824.00
Gas for Spa	200.00	200.00	2,400.00	2,400.00
<u>Rent for Recreational and Other Commonly Used Facilities</u>	N/A		N/A	
<u>Taxes upon Association⁴ Property</u>	N/A		N/A	
<u>Taxes upon Leased Areas</u>	N/A		N/A	
<u>Other Expenses</u>	N/A		N/A	
<u>Security Provision⁵</u>	N/A		N/A	
<u>Other Expenses</u>	N/A		N/A	
<u>Operating Capital</u>	N/A		N/A	
<u>Reserves⁶</u>	N/A		N/A	
<u>Expenses for⁷ a Unit Owner</u>				
Rent for the Unit	N/A		N/A	
Rent for any Recreational Lease	N/A		N/A	
TOTAL COMMON EXPENSES	\$1,694.00	\$7,192.78	\$20,328.00	\$86,313.36
ASSESSMENT OF COMMUNITY ASSOCIATION FOR EACH UNIT	\$18.38	\$18.28	\$219.36	\$219.36

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

1. The budget is estimated and no allowances have been made for inflation. This budget shall be effective for a period of approximately twelve months beginning on the day of the recording the Declaration of Condominium for Cluster Homes I, A Condominium and ending on the last day of the same month in the succeeding year; provided, however, the Board may elect to continue the budget until the end of the Association's accounting year or may enact a new budget for said interim. For the second complete accounting year and thereafter, a budget will ordinarily be adopted for each accounting year. If the estimated expenses in certain categories of the budget are greater than the actual expenses incurred in those categories, then the excess will be used to offset deficits occurring in categories of the budget where actual expenses exceed the estimated expenses. Developer is required to provide a budget for the condominium as it would be upon completion of all phases, using current estimated expenses. These figures are provided in the columns captioned "All Phases."
2. The management fee expense is based on the contract fee of \$8.50 per month for each unit which has been sold and closed to an initial purchaser, with a minimum fee of \$350 plus \$5.70 for each closed unit.
3. An annual fee of \$20.00 is payable by the Association to Florida Secretary of State. An annual fee of .50¢ per unit is payable to the Division of Florida Land Sales and Condominiums of the Department of Business Regulation.
4. Common area ad valorem taxes are expected to be included by tax assessor's office in each unit's tax assessment and bill. Presently there is no separate tax bill for the Association. In the event ad valorem taxes or federal or state income taxes are hereafter levied or assessed against the Association property, said amount shall be added to the Operating Budget, and the unit owners shall be assessed their proportionate share.
5. The Community Association shall employ security personnel to man the front entrance guard house on a seven (7) days per week, twenty-four (24) hours per day basis. No additional security is being provided for the Condominium. The expenses for such security service is included in the budget of the Community Association.
6. The initial membership of the Association elected not to fund the reserves as permitted in Section 718.112(2)(k) of the Florida Statutes. Developer may continue to vote against all reserves and no collection shall be made for any reserve in any year that Developer owns 50% of the Units or more. The initial contribution fee paid by each initial purchaser of a condominium unit shall be held in a general reserve fund during the guarantee period set forth below. Thereafter, the funds shall be held, allocated or expended in the manner determined by the Board of Directors or the unit owners. Developer has shown, for purposes of illustration, amounts to be reserved on an annual and a monthly basis for capital expenditures and deferred maintenance. These amounts were computed by means of a formula based upon estimated life and estimated replacement cost of each reserve item.

ESTIMATED RESERVES

Q. R. 5857 PAGE 1917

Roof Replacement

Estimated Replacement Value:	Approximately	\$11,205.00
Estimated Useful Life:	15 years	
Monthly:	Phase Milano	\$89.64
	All Phases	747.00
Annually:	Phase Milano	1,075.68
	All Phases	8,964.00

Exterior Painting

Estimated Cost:	Approximately	\$49,800.00
Estimated Useful Life:	5 years	
Monthly:	Phase Milano	\$99.60
	All Phases	830.00
Annually:	Phase Milano	1,195.20
	All Phases	9,960.00

Paving & Roads

Estimated Replacement Value:	Approximately	\$8,832.00
Estimated Useful Life:	8 years	
Monthly:	Phase Milano	11.04
	All Phases	90.00
Annually:	Phase Milano	132.48
	All Phases	1,104.00

NOTE: Because the reserve amounts set forth are estimates, Developer makes no representations that such reserves would be adequate for any repairs or replacements which may become necessary.

7. The costs of private telephone, maintenance of the interior of the condominium unit, maid services, utility bills for utility services provided within the condominium unit, insurance premiums other than those incurred for policies obtained by the Association, and real estate taxes on the unit are personal expenses of the unit owner and are not part of the above budget.

GUARANTEE

Unless otherwise indicated, the budget items above are Association expenses collectible by assessments. Notwithstanding the budget figures for Phase Milano, Developer hereby guarantees to each purchaser that the assessment for Common Expenses imposed upon each unit owner will not increase over the assessment which is projected to be imposed if all phases were included in the Condominium for the approximately twelve month period beginning on the date said Declaration of Condominium is recorded and continuing until the last day of the same month in the succeeding year (the "Initial Year"). Developer further guarantees that the assessment for the common expenses of the condominium imposed upon unit owners from the first day of the month following the Initial Year and through the remainder of the accounting year ending June 30, 1986, shall not increase if this initial budget is continued until the end of the accounting year as provided at Note 1 above, or, if a new budget is enacted, shall not increase over the following amounts: Unit Type A, \$89.33 monthly, \$1,071.96 annually; Unit Type B, \$113.33 monthly, \$1,359.96 annually; Unit Type C, \$106.54 monthly, \$1,278.48 annually; Unit Type E, \$94.21 monthly, \$1,130.52 annually. Provided, however, the guarantee period shall terminate prior to June 30, 1986 upon the occurrence of the date control of the Association is turned over to unit owners other than Developer, the date Developer notifies unit owners of its decision not to add additional phases to the Condominium or the date of recording the amendment to the Declaration of Condominium adding the amenities Phase to the Condominium, whichever first occurs. Developer obligates itself to pay any amount of Common Expenses incurred during said guarantee period not produced by the assessments at the guaranteed level receivable from other unit owners. In consideration of the foregoing, Developer shall be excused from payment of its share of the Common Expenses in respect to the units it owns in the condominium, during said guarantee period. The above provision is included herein pursuant to Section 718.116 (8)(b) of the Condominium Act and Subsection 17.12 of the Declaration of Condominium.

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

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Assessment to Each Condominium Unit
Based Upon Proposed Budgets
(includes assessment of Community Association)

Based on the initial estimated operating budget for the Association, the assessments due from the Unit Owners are the amounts set forth in the column captioned "Phase Milano." The assessments which would be due under this initial estimated operating budget if all anticipated phases were added to the condominium are set forth in the column captioned "All Phases." Until a new budget is enacted and during the guarantee period, as more fully described at page 4, Owners other than Developer shall be assessed the amount set forth in the "All Phases" column and Developer shall fund any resulting deficits. The assessment of the Community Association for each Unit shall be \$18.28 monthly, or \$219.36 annually, regardless of whether only one or more phases comprise the Condominium.

Unit Type	Unit No.	Phase Milano	
		Monthly	Annually
E	4901	\$178.53	\$2,142.36
E	4904	178.53	2,142.36
C	4905	199.54	2,394.48
C	4908	199.54	2,394.48
A	4909	170.57	2,046.84
A	4912	170.57	2,046.84
B	4913	211.23	2,534.76
B	4916	211.23	2,534.76
E	4917	178.53	2,142.36
E	4920	178.53	2,142.36

Unit Type	All Phases	
	Monthly	Annually
A	\$95.96	\$1,151.52
B	116.83	1,401.96
C	110.93	1,331.16
E	100.21	1,202.52

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

State of Florida

D. R. 5857 PAGE 1920



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation, designating LLOYD E. WILLIAMS, JR. as registered agent for CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., filed on July 31, 1984, effective July 25, 1984, as shown by the records of this office.

The charter number for this corporation is N04458.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of August, 1984.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, with other persons being desirous of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this corporation shall be CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC, hereinafter referred to as the Association.

ARTICLE II. PURPOSE

The Association is organized as a corporation not for profit under the terms and provisions of Chapter 617 of the Florida Statutes, and is a condominium association, as referred to and authorized by Section 718.111 of the Florida Statutes. The specific purpose for which the Association is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida, to be known as CLUSTER HOMES I, A CONDOMINIUM, hereinafter referred to as the Condominium. The Declaration of Condominium, and any amendments thereto, whereby the Condominium has been or will be created is hereinafter referred to as the Declaration. The developers of the Condominium are LLOYD E. WILLIAMS, JR., J. K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as Placido Bayou Joint Venture, a Florida joint venture, hereinafter collectively referred to as Developer.

The foregoing paragraph enumerates the specific purposes of the Association, but it is expressly provided hereby

that such enumeration shall not be held to limit or restrict in any manner the purposes or powers of the Association otherwise permitted by law.

ARTICLE III. POWERS AND DUTIES

Section 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 Declaration and Chapter 718 of the Florida Statutes, hereinafter referred to as the Condominium Act.

Section 2. The Association shall have all of the powers and duties set forth in the Condominium Act, as lawfully modified by these Articles of Incorporation, the Bylaws of the Association or the Declaration, including without limitation, the power to operate more than one condominium in the sole discretion of Developer.

ARTICLE IV. LIMITATIONS ON ACTIVITIES

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, any member, director or officer of the Association; provided, however, the Association may pay compensation in a reasonable amount for services rendered, may confer benefits on its members in conformity with its purposes, and may make rebates of excess membership dues, fees or assessments. The amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate or the amount of any rebate.

ARTICLE V. TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved according to law, commencing on July 25th, 1984.

ARTICLE VI. MEMBERS

O. R. 5857 PAGE 1923

Every owner of a vested present fee simple interest in a Condominium unit shall become a member of the Association; provided, however, in the event of termination of the Condominium, members shall be those persons or other legal entities who are members at the time of such termination, their successors and assigns. Provided further, the unit owners of any condominium operated by the Association shall be members of the Association in the same manner as unit owners in this Condominium. The member, or members, from each Condominium unit shall promptly deliver to the Association a copy of the duly recorded deed or other instrument establishing title to said Condominium unit and shall obtain a written acknowledgment of said delivery signed by an officer of the Association. Membership in the Association shall be terminated automatically when title to the Condominium unit supporting said membership vests in another legal entity; provided, however, any member who owns more than one (1) unit shall remain a member of the Association so long as he shall retain title to any unit.

Prior to the recording of the Declaration in the Public Records of Pinellas County, Florida, the incorporators shall constitute the membership of the Association and shall each be entitled to one vote.

ARTICLE VII. BOARD OF DIRECTORS

Section 1. The business affairs of this Association shall be managed by the Board of Directors.

Section 2. This Association shall have three (3) directors initially who are to serve as directors until the first election by the members. The names and addresses of the initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lloyd E. Williams, Jr.	9210 Fourth Street North St. Petersburg, Florida 33702
Robert P. Crisp	3401 Fourth Street North St. Petersburg, Florida 33704
John E. Kearney	One Plaza Place N.E. St. Petersburg, Florida 33701

A-3

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

Section 3. The number of directors may be changed from time to time as provided by the Bylaws, but their number shall never be less than three (3).

Section 4. The first election of directors shall not be held until unit owners other than Developer are entitled to elect at least one (1) director. Any vacancies in the Board occurring before the first election may be filled by Developer.

Section 5. Subsequent to the first election of directors, directors entitled to be elected by unit owners other than Developer shall be elected at the annual meeting of the members and shall be qualified and hold office as provided in the Bylaws. Until Developer transfers control of the Association to the other unit owners, Developer shall be entitled to appoint and remove all directors excepting those entitled to be appointed by said unit owners. The Bylaws may provide that the directors be divided into not more than four (4) classes, as nearly equal in number as possible, whose terms of office shall respectively expire at different times, so long as no term shall continue longer than four (4) years, and at least one-fifth (1/5) in number of the directors shall be elected annually.

SECTION VIII. OFFICERS

Section 1. The officers of the Association shall be a President, one or more Vice Presidents (if determined to be necessary by the Board of Directors), a Secretary and a Treasurer. Such other officers, assistant officers and agents as may be deemed necessary may be elected or appointed from time to time as provided in the Bylaws.

Section 2. The names of the persons who are to serve as officers of the Association until the first annual meeting of the Board of Directors are:

<u>OFFICE</u>	<u>NAME</u>
President	Lloyd E. Williams, Jr.
Secretary	Robert P. Crisp
Treasurer	John E. Kearney

Section 3. The officers shall be elected at each annual meeting of the Board of Directors or as provided in the By-laws, and each shall serve until his successor is chosen and qualified, or until his earlier resignation, removal from office or death.

Section 4. The officers shall have such duties, responsibilities, and powers as provided in the Bylaws and the Florida Statutes.

ARTICLE IX. AMENDMENTS

These Articles of Incorporation may be amended as set forth in the Florida Statutes, as amended from time to time.

ARTICLE X. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Association is 9210 Fourth Street North, St. Petersburg, Florida 33702, and the name of the initial registered agent of this Association located at that address is Lloyd E. Williams, Jr.

ARTICLE XI. INCORPORATORS


The names and addresses of the incorporators are:

<u>Name</u>	<u>Addresses</u>
Lloyd E. Williams, Jr.	9210 Fourth Street North St. Petersburg, Florida 33702
Robert P. Crisp	3401 Fourth Street North St. Petersburg, Florida 33704
John E. Kearney	One Plaza Place N.E. St. Petersburg, Florida 33701

IN WITNESS WHEREOF, for the purpose of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, the undersigned, constituting the incorporators hereof, have executed these Articles of Incorporation on this 25 day of July, 1984.

 (SEAL)
LLOYD E. WILLIAMS, JR.

 (SEAL)
ROBERT P. CRISP

 (SEAL)
JOHN E. KEARNEY

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 25 day of July, 1984, by LLOYD E. WILLIAMS.


Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 25 day of July, 1984, by ROBERT P. CRISP.


Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 25 day of July, 1984, by JOHN E. KEARNEY.


Notary Public

(SEAL)


My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

A-6

ACCEPTANCE

I hereby accept the designation as initial Registered Agent for Cluster Homes I Condominium Association, Inc., as stated in the foregoing Articles of Incorporation.

 (SEAL)
LLOYD E. WILLIAMS, JR.

FILED
JUL 31 12 PM '04
SECRETARY OF STATE

A-7

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

SCHEDULE 1

EXHIBIT E

BYLAWS

OF

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

ARTICLE I. GENERAL

The provisions of this document constitute the By-laws of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., which Bylaws shall be utilized to govern the management and operation of the association.

ARTICLE II. DEFINITIONS

The terms used in these Bylaws shall be defined in accordance with the provisions of Section 718.103 of the Florida Statutes and as follows, unless the context otherwise requires:

"Articles of Incorporation" - means the Articles of Incorporation of the Association.

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

"Association" - means CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

"Association Documents" - means the Articles of Incorporation, these Bylaws, the Declaration and the rules and regulations adopted pursuant to Article XV of these Bylaws, all as amended from time to time.

"Board" - means the Board of Directors or other representative body responsible for administration of the Association.

"Common Elements" - means the portions of the Condominium Property not included in the Units.

"Common Expenses" - means the expenses, reserves and assessments properly incurred by the Association for the Condominium.

"Common Surplus" - means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

"Community Association" - means PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

"Condominium" - means CLUSTER HOMES I, A CONDOMINIUM and any other condominium Operated by the Association.

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

"Condominium Property" - means and includes the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium, the real property being more particularly described in the Declaration.

"Declaration" - means the Declaration of Condominium, the instrument or instruments by which the Condominium is created, and such instrument or instruments as they are from time to time amended.

"Developer" - means LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, their successors and assigns, as more fully described in the Declaration.

"Limited Common Elements" - means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

"Master Declaration" - means the Master Declaration of Covenants, Restrictions and Easements of Placido Bayou made by and between Developer and Community Association, which is recorded in Official Records Book _____, beginning at Page _____ Public Records of Pinellas County, Florida and all amendments thereto.

"Mortgagee" - means any lending institution, including one or more commercial or savings banks, savings and loan association, mortgage companies, insurance companies, or any subsidiary thereof, any pension funds or business trusts, including but not limited to real estate investment trusts, and any other institutional lender engaged in financing the purchase, construction, or improvement of real estate, or any institutional assignee of loans made by such lender, or any private or governmental institution of the foregoing entities which holds a first mortgage on the Condominium Property or any portion thereof.

"Operation" or "Operation of the Condominium" - means and includes the administration and management of the Condominium Property.

"Turnover Meeting" - means the membership meeting at which control of the Association is transferred to Unit Owners other than Developer.

"Unit" - means a part of the Condominium Property which is to be subject to exclusive ownership.

"Unit Owner" or "Owner" - means the owner of a Condominium Parcel.

"Voting Representative" - means the individual entitled to cast the vote for each Unit as further defined in Article V below.

ARTICLE III. OFFICES AND AGENCY

1. Registered Office and Registered Agent. The registered office of the Association shall be located in the State of Florida at such place as may be fixed from time to time by the Board upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

2. Principal Office. The initial principal office of the Association shall be located at 9210 Fourth Street North, St. Petersburg, Florida 33702, which principal office may be changed from time to time by the Board as provided in these Bylaws.

ARTICLE IV. MEMBERS

1. Qualifications of Members. Those individuals, corporations, partnerships, trusts or other legal entities who own a vested present fee simple interest in a Unit shall be members.

2. Manner of Admission. Each qualified entity designated in a deed or other instrument establishing title to a Unit shall automatically become a member of the Association. The member or members from each Unit shall promptly deliver a copy of said instrument, duly recorded, to the Association and shall obtain a written acknowledgment of said delivery signed by an officer of the Association.

3. Members' Rights. Every member who has complied with the requirements of Section 2 above shall have all the rights set forth in the Declaration and these Bylaws, including, but not limited to, the following:

(a) The right to receive notice of every meeting of the membership, unless such right is waived in writing as set forth in Article VI below.

(b) The right to attend every meeting of the membership and every meeting of the Board.

(c) The right to one (1) vote on each matter brought before the membership as set forth in Article V below.

(d) The right to be nominated from the floor as a candidate for Board membership.

(e) The right to receive a copy of the proposed annual budget at least thirty (30) days prior to the Board meeting at which the budget shall be considered, together with a notice of such meeting.

(f) The right to receive annually a written summary of the accounting records of the Association as set forth at Section 4 of Article XVIII below.

(g) The right to inspect all books and records of the Association pursuant to Section 2 of Article XVIII below.

(h) The right to inspect at reasonable times, a copy of each insurance policy obtained by the Association.

4. Obligations of Members.

(a) Every member shall be subject to the obligations and duties set forth in the Declaration and these Bylaws, as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(1) To conform to and abide by the Association Documents and to see that all persons claiming rights at the Condominium, by, through or under him do likewise.

(2) To promptly pay assessments and/or fines levied by the Association and/or Community Association.

(3) To not use or permit the use of his Unit for any purpose other than as a single family residence.

(4) To maintain his Unit and such portions of the Common Elements as required by the Declaration, in a clean and sanitary manner and repair, and maintain and repair the fixtures therein and pay for any Utilities which are separately metered to his Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(5) To not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates of his Unit or the Common Elements, without the prior written approval of the Association.

(6) To not permit or suffer anything to be done which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance or illegal act in his Unit or on the Common Elements.

(7) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(8) To make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building including windows, doors, and screen porches, except as permitted by the Association Documents.

(9) To confirm and abide by the Master Declaration, the bylaws and the rules and regulations of the Community Association, as they may exist from time to time and to see that all persons claiming rights at the Condominium by or through him do likewise.

(10) To allow the Board or the agents and employees of the Association the right to have reasonable access to his Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Element or to determine compliance with these Bylaws, or at any time for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(11) To make no major repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

(12) To return the Condominium Parcel to the respective taxing authorities having jurisdiction over it for the purpose of ad valorem taxes and separate assessment and to pay such amounts assessed by said taxing authorities when due.

(b) In the event a member fails to maintain his Unit or such portions of the Common Elements as required, the Association or any other Unit Owner shall have the right to proceed in a court of proper jurisdiction to seek compliance, or the Association shall have the right to assess the member for the sums necessary to put the Unit in the required condition. After collection of such assessment, the Association, its employees or agents shall have the right to enter the Unit and do the necessary work.

(c) In the event of violation of the provisions of this Section, the Association or any other Unit Owner may bring appropriate action to enjoin such violator or to enforce the provisions of the documents enumerated in Subsection (a) above, or sue for damages, or file a written complaint to initiate hearing procedures as provided in these Bylaws, or seek such other legal remedy, including arbitration, as deemed appropriate, or take all such courses of action at the same time as more fully set forth in these Bylaws.

5. Assessments. Membership shall be assessable pursuant to Section 16 of the Declaration and Article XIV of these Bylaws.

6. Transferability of Membership. Membership in this Association may be transferred only as an incident to the transfer of the transferor's Condominium Unit, and such transfers shall be subject to the procedures set forth in the Declaration. Transfers of membership shall be made only on the books of the Association, and notice of each transfer shall be given in writing as set forth in Section 2 above.

7. Restriction of Rights. A member does not have any authority to act or speak for the Association by reason of being a member.

8. Termination of Membership. Membership in the Association shall be terminated automatically when title to the Condominium Unit supporting said membership vests in another legal entity; provided, however, any party who owned more than one (1) Unit shall remain a member of the Association so long as he shall retain title to any Unit.

ARTICLE V. VOTING

1. Voting Rights of Members. Unless otherwise provided, the record Owner, or all record Owners collectively if there are more than one, of each Unit shall be entitled to one vote on each matter brought before the membership of the Association, which vote shall be cast by the Voting Representative, designated as set forth in Section 2 below. No vote may be divided, and no fractional vote shall be cast. Any vote may be cast in person or by proxy as set forth herein.

2. Designation of Voting Representative.

(a) If title to a Unit is vested in one individual, including title held as trustee, that individual shall automatically be designated as Voting Representative on admission to membership.

(b) If title to a Unit is vested in a husband and wife as tenants by the entirety, both persons shall be automatically jointly designated as Voting Representative on admission to membership, and either spouse may cast the Unit's one vote without further designation. If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they will lose their right to vote on that subject at that meeting.

(c) If title to a Unit is vested in a corporation, its Board of Directors shall designate a director, officer or employee as Voting Representative in a written statement executed by an officer of the corporation and filed with the Secretary of the Association.

(d) If title to a Unit is vested in a partnership or any other legal entity, said entity shall designate one partner or other individual, as described in this Section, as Voting Representative in a written statement executed by those persons owning not less than a majority interest in said entity and filed with the Secretary of the Association.

(e) If title to a Unit is vested in more than one Owner, said Owners shall designate one individual, as described in this Section, as Voting Representative in a written statement executed by those Owners owning not less than a majority interest in such Unit and filed with the Secretary of the Association.

(f) An administrator, executor, personal representative, guardian or conservator of the Owner of a Unit, without a transfer of title to said Unit into his name, may designate or be designated as Voting Representative in the same manner as the Owner would have been entitled to designate or be designated Voting Representative.

(g) Such designation shall be valid until revoked or until changed by a subsequent designation, or until a change in the ownership in the Unit supporting said designation.

3. Failure to Designate. If no Voting Representative is duly designated for a Unit at least five (5) days prior to a membership meeting, such failure shall result in depriving the Owners of the Unit of a vote at such meeting; unless the Board, in its discretion, fixes a later date for determination of Voting Representatives entitled to vote at the meeting. Notwithstanding anything contained herein to the contrary, a designation can be made or changed any time prior to the appointed time of a meeting called pursuant to Section 2 of Article XIII below to consider and adopt an annual budget.

4. Records of Membership.

(a) The Association shall keep a membership book containing the name and address of each member. A termination of membership shall be recorded in the membership book.

(b) At least fourteen (14) days before every membership meeting, a complete list, arranged numerically by Unit, of every member and of every Voting Representative entitled to vote at such meeting or any adjournment thereof, with the address to which notice is to be sent, shall be prepared by the Secretary of the Association. This membership list shall be kept on file and in current status at the prin-

cipal office of the Association; and any member or Voting Representative shall be entitled to inspect the list at any reasonable time. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection at any time during the meeting.

(c) Notwithstanding anything contained in Subsection (a) above, to the contrary, if less than fourteen (14) days notice of the meeting is given, the membership list shall be prepared and kept on file from the date of such notice.

(d) If the requirements of Subsections (b) or (c) above have not been substantially complied with, on demand of any member or Voting Representative, in person or by proxy, the meeting shall be adjourned until the Association has complied with the requirements. If no such demand is made, failure to comply with said requirements shall not affect the validity of any action at such meeting.

5. Adjourned Meetings. When a determination of Voting Representatives entitled to vote at any meeting of the membership has been made as provided in this Article, such determination shall apply to any adjournment thereof, unless the Board provides otherwise.

6. Proxies.

(a) At any meeting of the members, every Voting Representative having the right to vote shall be entitled to vote in person or by proxy. Such proxy must be in writing and filed with the Secretary at any time before the appointed time of the meeting and shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Voting Representative executing it. The appearance at any meeting of any Voting Representative who has previously designated a proxy shall automatically revoke and terminate said proxy.

(b) Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast.

(c) If a proxy expressly provides, any proxyholder may appoint in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

7. Quorum and Voting.

(a) A majority of the Voting Representatives entitled to vote, as fixed by these Bylaws, represented in person or by proxy shall constitute a quorum at any meeting of the membership. If, however, such quorum shall not be present, a majority of the Voting Representatives present in person or represented by proxy shall reschedule said meeting for a date and time, which time shall be at least forty-eight (48) hours subsequent thereto but not later than thirty (30) days thereafter, and adjourn. Notice of the adjourned meeting shall be given as set forth in Subsection 8 of Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting origin-

ally called, however, thirty-four percent (34%) of the Voting Representatives entitled to vote, represented in person or by proxy, shall constitute a quorum, except for any matter which would materially affect the rights of Mortgagees.

(b) If a quorum is present, the affirmative vote of the majority of the Voting Representatives who cast their vote shall be the act of the members unless otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws. Election of directors shall be by a plurality of votes cast.

(c) After a quorum has been established at a membership meeting, the subsequent withdrawal of Voting Representatives, so as to reduce the number of Voting Representatives entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. The affirmative vote of the majority of Voting Representatives who cast their vote shall be the act of the membership unless otherwise provided by law, the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE VI. MEMBERS' MEETINGS

1. First Election Meeting. Within sixty days after Unit Owners other than Developer own fifteen percent (15%) or more of the Units of the Condominium that will be operated ultimately by the Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the members. At said meeting, Unit Owners other than Developer shall be entitled to elect not less than one-third of the members of the Board. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. In the event that a majority of the Unit Owners requests a different meeting date, the first election meeting may be rescheduled, in which event the Association shall give not less than seven (7) days nor more than forty (40) days notice of said rescheduled meeting.

2. Annual Meetings. The annual meeting of the members for the election of directors to serve on the Board of this Association and the Community Association and for the transaction of such other business as may properly come before the meeting, shall be held each year in the month of June on such day and at such time as the Board shall direct; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members.

3. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, by the Board, or by the written request of not less than ten percent (10%) of the Voting Representatives entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and the date said meeting shall be held; provided however, except in an emergency, at least five (5) days notice shall be given to each member or Voting Representative. No business other than that specified as the purpose in said notice shall be discussed or transacted at such special meeting.

4. Turnover Meeting. Within sixty (60) days after Unit Owners other than Developer are entitled to elect a majority of the directors pursuant to Section 25 of the Declara-

tion, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the members for this purpose. Said Turnover Meeting may be called and the notice given by any Unit Owner if the Association fails to do so. If the Turnover Meeting is called by Developer pursuant to his right to transfer control of the Association to the Unit Owners earlier than the mandatory transfer of control date, Unit Owners other than Developer shall be entitled to elect all directors; provided, however, Developer shall be entitled to elect one (1) director so long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

5. Time and Place of Meetings. All meetings of the membership shall be at the principal office of the Association or at such other place as the Board may from time to time designate, on the date and hour set forth in the notice of said meeting; provided, however, no meeting shall be held on a legal holiday.

6. Notice.

(a) Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fourteen (14) nor more than forty (40) days before the meeting, unless otherwise provided herein, by or at the direction of the President, the Secretary or other persons calling the meeting. Notice shall be given to each member or Voting Representative either personally or by first class mail. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. Delivery of notice pursuant to this Section to a Voting Representative shall be effective upon the member or members he represents, unless a member has requested the Secretary in writing that notice be given him and has furnished the Secretary with the address to which notice may be delivered by mail.

(b) Notwithstanding anything contained in this Section to the contrary, unless such right is waived in writing, notice of the annual meeting shall be sent by mail to each member and the post office certificate of mailing shall be retained as proof of such mailing.

(c) In addition, notice of each meeting shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to such meeting; or, in the case of a special meeting, at the time notice is given, if this date is less than fourteen (14) days before said meeting.

7. Waiver of Notice. A written waiver of notice signed by any Voting Representative, whether before or after the meeting, shall be equivalent to the giving of notice to the member or members he represents. Such waiver may also be made by any member on his own behalf. Attendance of a member or Voting Representative at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member or Voting Representative attends a meeting for the express purpose as stated at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the membership need be specified in any written waiver of notice.

8. Adjourned Meetings. A majority of the Voting Representatives present, whether or not a quorum exists, may adjourn any meeting of the membership to another time and place. Notice of such adjourned meeting as required in Section 6 above shall be given to the members and Voting Representatives by posting such notice in a conspicuous place on the Condominium Property. No further notice shall be required.

9. Action by Members Without a Meeting.

(a) Any action required by law, these Bylaws, the Declaration or the Articles of Incorporation to be taken at any annual or special meeting of the membership, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by not less than the minimum number of Voting Representatives that would be necessary to authorize or take such action at a meeting at which all persons entitled to vote thereon were present and voted.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Voting Representatives who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

10. Recordation of Actions. All actions of the membership shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting; and such documents shall be made available, upon request, to members, or their authorized representatives, and directors at any reasonable time.

11. Procedure. The members may adopt their own rules of procedure which shall be consistent with the Association Documents and applicable law.

ARTICLE VII. DIRECTORS

1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board; provided however, certain matters specified in the Declaration and these Bylaws shall be considered as authorized only after approval by the membership. The Board shall make appropriate delegations of authority to the officers; and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more committees to act on its behalf when it is not in session.

2. Qualification of Directors. The qualifications for becoming and remaining a director of this Association are as follows:

(a) Any director elected prior to the Turnover Meeting need not be a member of the Association.

(b) Every director elected at the Turnover Meeting and at all times thereafter shall be a member of the Association or a Voting Representative, provided however, no director entitled to be elected by Developer need be a member of the Association nor a Voting Representative.

(c) Directors must be persons who are competent to contract.

3. Duties of Directors.

(a) A director shall be expected to attend all meetings of the Board and of any committee of the Board to which he has been appointed.

(b) A director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Association whom the director reasonably believes to be reliable and competent in the matters presented;

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be to be within such person's professional or expert competence; or

(3) A committee upon which he does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

(d) A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

(e) A person who performs his duties in compliance with this Section shall have no liability by reason of being or having been a director of the Association.

4. Number. The number of directors of the Association until the Turnover Meeting shall be three (3). At that meeting and each annual meeting of the membership thereafter the number of directors shall be determined at said meeting, provided the number shall not be less than three (3) nor more than five (5). These numbers may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

5. Election and Term.

(a) Each person named in the Articles of Incorporation as a member of the initial Board shall hold office until the first meeting of the membership and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

(b) All elections of directors must satisfy the requirements of Section 25 of the Declaration.

(c) At the first meeting of the membership, Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the directors, who shall hold office until the second annual meeting of the membership following said first meeting. Developer shall be entitled to elect all remaining directors until the Turnover Meeting.

(d) At each annual meeting, directors shall ordinarily be elected to serve a term of two (2) years. It is the intention of the Association that the terms of the directors shall be staggered so that at each annual meeting only one-half (1/2) of the number of directors specified in Section 4 above, or as close to such number as possible, shall be elected; therefore, directors may be elected for a term of one (1) year wherever the circumstances dictate such abbreviated term in order to maintain the intended balance.

(e) At the Turnover Meeting, the directors entitled to be elected by the Unit Owners shall be elected for a term determined pursuant to Subsection (d) above.

(f) Neither these Bylaws nor any powers granted hereunder shall restrict any Unit Owner desiring to be a candidate for director from being nominated from the floor.

(g) Each director elected under this Article shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

6. Compensation. At the Turnover Meeting and thereafter, the membership shall have the authority to fix the compensation, if any, of the directors; provided, however, no director entitled to be elected by Developer shall receive any fees or compensation for his services as director.

7. Removal of Directors.

(a) Any director who fails to attend three (3) consecutive meetings, whether annual, regular or special, of the Board without an excused absence, may be removed from the Board by a vote of a majority of the remaining directors, though less than a quorum of the Board. For purposes of this Subsection (a), the nature of an absence, whether excused or unexcused, shall be determined by the President of the Association; provided, however, any absence deemed by the President to be unexcused shall be submitted to the Board (without the affected director being entitled to a vote) for its determination of the nature of the absence, which determination shall be final and binding on all parties concerned.

(b) Subject to the requirements of Section 25 of the Declaration, any director or the entire Board may be recalled and removed from office with or without cause, by the members; provided, however, the question of removal shall be divided so that the removal of each director is considered separately. A special meeting of the membership to recall a director or directors may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of the membership. The notice shall state the purpose of the meeting and shall be accompanied by a dated copy of a signature list of at least ten percent (10%) of the Unit Owners. The list must state that the purpose of the signatures is for recall. The meeting must be called not less than ten (10) days nor more than sixty (60) days from the date ten percent (10%) of the Unit Owners request such meeting.

(c) Any removal of a director from the Board shall be without prejudice to any contract rights of the director so removed.

8. Resignation of Directors. A director may resign from the Board by providing written notification of such resignation to the President of the Association, and such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

9. Vacancies. Any vacancy occurring in the membership of the Board, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board; provided, however, any vacancy occurring prior to the first election of directors by Unit Owners other than Developer may be filled by Developer and any vacancy resulting from the removal of a director by the membership may be filled by the membership. A director so elected shall hold office for the term for which he is elected or for the remainder of the unexpired term of the director he is replacing. Nothing in this Section shall impair any rights of Developer or the Unit Owners to elect directors as set forth at Subsection 25.01 of the Declaration.

10. Directors' Conflict of Interest.

(a) No contract or other transaction between this Association and one or more of its directors or any other corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed or known to the Voting Representatives entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board, a committee or the members.

Disclosure of such agreement by setting forth same in the Declaration as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise of the directors and officers of the Association of the powers pertinent thereto.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE VIII. DIRECTORS' MEETINGS

1. Annual Meetings. The annual meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of the members, provided a quorum shall then be present. If a quorum is not present, said annual meeting shall be held as soon thereafter as may be practicable on notice as provided at Section 7 below.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

3. Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or any two (2) directors.

4. Annual Budget Meetings. An Annual Budget Meeting shall be held during the last month of each accounting year or at such time as the Board shall direct for the purpose of adopting an annual budget for the Association for the coming accounting year. Written notice stating the place, day and hour of the meeting shall be delivered personally or by registered certified mail to each director at his address as it appears on the books of the Association no more than forty (40) days nor less than thirty (30) days before the meeting. Notice shall be given each Unit Owner pursuant to Section 1 of Article XIII below.

5. Place of Meetings. Meetings of the Board shall be held at the principal office of the Association or at such other place as the directors may from time to time designate.

6. Open Meetings. Meetings of the Board shall be open to all members and Voting Representatives.

7. Notice of Meetings.

(a) Unless otherwise provided, written notice stating the place, day and hour of any meeting of the Board must be given to each director not less than five (5) nor more than thirty (30) days before the directors' meeting, by or at the direction of the President, the Secretary or other persons calling the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the director at his address, as it appears in the records of the Association, with postage thereon prepaid. Except as otherwise specified in these By-laws, the notice need not specify the business to be transacted at, nor the purpose of, any meeting.

(b) Additionally, notice of every meeting of the Board, stating the place and time thereof, shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours prior to any such meeting to call the members attention thereto; provided, however, in the event of an emergency only such notice as is reasonable under the circumstances shall not be required.

(c) Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessment.

8. Waiver of Notice. A written waiver of notice signed by any director, whether before or after any meeting, shall be equivalent to the giving of notice to said director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the directors need be specified in any written waiver of notice.

9. Presumption of Assent. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

12. Voting.

(a) Each director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the directors. Proxy voting shall not be permitted.

(b) A majority vote by the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board, unless a greater number is required under any provision of the Declaration, the Articles of Incorporation or these Bylaws.

(c) A director may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

13. Meeting By Communications Equipment. Any action required or which may be taken at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. When a telephone conference is used, a telephone speaker shall be attached so that any members or Voting Representatives present may hear the discussion.

14. Recordation of Actions. All actions of the Board shall be recorded in minutes. Upon request, such minutes shall be made available for inspection by members, or their authorized representatives, and directors, at any reasonable time.

15. Procedure. The directors may adopt their own rules of procedure which shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws or applicable law.

ARTICLE IX. COMMITTEES

1. Function. Except where specifically delegated authority to act, committees shall serve in an advisory capacity to the Board and the membership, and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Association to which they have been delegated responsibility.

2. Types of Committees. There shall be an Architectural Control Committee. The Board, by resolution adopted by a majority of the full Board, may appoint such standing committees or ad hoc committees as it deems necessary from time to time.

3. Committee Powers. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

(a) Fill vacancies on the Board or any committee thereof;

(b) Adopt, amend or repeal the Bylaws;

(c) Amend or repeal any resolution of the Board;

(d) Act on matters committed by Bylaws or resolution of the Board to another committee of the Board.

4. Appointment. The Board shall appoint committee members from among the directors, members and Voting Representatives of the Association, and shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members. The Chairman of the Architectural Control Committee shall be a director.

5. Term. The members and officers of each committee shall be initially appointed at any meeting of the Board, and, thereafter shall be appointed at the annual meeting of the Board. Said appointees shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his earlier resignation, disqualification, removal from office, death, or until such committee shall terminate, whichever first occurs.

6. Removal of Committee Members. Any committee member may be removed from office at any time, with or without cause, by the Board.

7. Resignation of Committee Members. Any committee member may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of any committee and any membership thereon to be filled by reason of an increase in the number of members of a committee shall be filled by the Board.

ARTICLE X. COMMITTEE MEETINGS

1. Regular Meetings. Regular meetings of each standing committee shall be held, as determined by the chairman of the committee. There shall be no regular meetings of any ad hoc committee unless established by the chairman of said committee.

2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

3. Place of Meetings. Committee meetings shall be held at such place as the chairman of the committee may from time to time designate.

4. Notice of Meetings. Written or oral notice stating the place, day and hour of any regular or special meeting of the committee must be given to each committee member not less than three (3) or more than thirty (30) days before the committee meeting. The notice need not specify the business to be transacted at, nor the purpose of, any meeting. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice to said committee member.

5. Quorum. A majority of the number of members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

6. Voting.

(a) Each committee member present at any meeting of a committee shall be entitled to one (1) vote on each matter submitted to a vote of the committee members; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required by resolution of the Board.

7. Action Without a Meeting.

(a) By Written Consent. Any action required or which may be taken at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required or which may be taken at a committee meeting may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE XI. OFFICERS

1. Designation. The officers of this Association shall consist of a president, past president, (when appropriate), one or more vice-presidents (as determined necessary by the Board), a secretary and a treasurer. The Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time.

2. Duties. The officers of this Association shall have the following duties:

(a) President. The President shall be the chief executive officer of the Association, having general overall supervision of all the business and officers of the Association, subject to the directions of the Board. He shall preside at all meetings of the members and Board, and shall be an ex officio member of all standing committees. He shall execute with the Secretary or any other officer authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which are duly authorized to be executed, except where the same is required or permitted by law to be otherwise signed and executed, and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association. He shall perform any and all other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

(b) Past President. The immediate past President of the Association shall, at the conclusion of his term in office, assume the office of Past President. The primary function of the Past President shall be to provide continuity from his administration to that of his successor and be a source of information, guidance and inspiration to all officers of the Association.

(c) Vice-President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one vice-president, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or by the Board.

(d) Secretary. The Secretary shall have custody of and maintain all of the corporate records except those maintained by the Treasurer; shall have custody of the corporate seal, shall record the minutes of all meetings of the membership and of the Board; shall have the primary responsibility, but not the exclusive right, to give notices required by these Bylaws; and shall perform any and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President. The Secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation is not required.

(e) Treasurer.

(1) The Treasurer shall have charge and custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Board and the membership and whenever else required by the Board or the President; shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board; and shall perform any and all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board or the President. The Treasurer shall be bonded by the Association.

(2) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

(3) He shall give status reports to potential transferees, on which reports the transferees may rely.

(4) The Association may hire a manager or other qualified person to perform any or all of the duties of the Treasurer.

3. Election and Term.

(a) Each person named as an officer in the Articles of Incorporation shall hold office until the first annual meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death.

(b) At each annual meeting of the Board, a majority of the directors then in office shall elect the officers of the Association for the ensuing year. The Board may elect the same person to fill any two or more offices, and the failure to elect a president, vice-president, secretary or treasurer shall not affect the existence of the Association. No officer excepting the President need be a member of the Board, but, after the Turnover Meeting, each officer shall be a member or a Voting Representative of the Association.

(c) Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification removal from office or death.

4. Removal of Officers. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause whenever in its judgment the best interests of the Association will be served thereby.

5. Resignation of Officers. Any officer or agent elected or appointed by the Board may resign such office by providing written notification of such resignation to the President or to the Secretary of the Association, and such resignation shall become effective immediately upon receipt of said notification or at such later date as may be specified in the notification.

6. Vacancies. Any vacancy, however occurring, in any office, may be filled by the Board. Any officer so elected shall hold office for the unexpired term of the officer he is replacing.

7. Compensation. At any time after the Turnover Meeting, the Board shall have the authority to fix and pay compensation in a reasonable amount to any of its officers for services rendered by reason of said office.

8. Bonding. The Association shall provide for fidelity bonding of all officers, directors or other persons who control or disburse funds of the Association as set forth at Section 10 of Article XVII below. The Association may bond any officer of the Association and shall bear the cost of such bonding.

ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification for Actions, Suits or Proceedings.

(a) 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, 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 officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, 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 this conduct was unlawful. The adverse termination of any action, suit or proceeding by judgment, order, settlement, conviction, or 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 in 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.

(b) 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 or officer of the Association, or is or was serving at the request of the Association as a director or officer of another 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; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct 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 circumstances of the case, such person is firmly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer, of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Notwithstanding the above, any indemnification under Subsections (a) or (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the cir-

cumstances because he has met the applicable standard of conduct set forth in Subsection (a) or (b). Such determination shall be made:

(1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or

(2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(3) by the members.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Subsection (d) upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

2. Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the members or disinterested directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

3. Liability Insurance. Upon the majority vote of a quorum of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association shall have indemnified him against such liability under the provisions of this Article XII.

ARTICLE XIII. ANNUAL BUDGET

1. Adoption by Board. The proposed annual budget for Common Expenses for the Condominium shall be adopted by the Board. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications as required by Florida Statutes. In addition to annual operating expenses, unless otherwise waived by the Association pursuant to the Florida Statutes, the budget shall include reserve accounts for capital expenditures and deferred maintenance. A copy of the proposed annual budget of Common Expenses shall be mailed, by regular mail, to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget shall be considered together with a notice of such meeting. Such meeting shall be open to the Unit Owners and Voting Representatives. Unless otherwise provided by law, reserves may not be waived or reduced prior to the mailing to the Unit Owners of a proposed annual budget containing such reserves as required by law.

2. Excessive Assessments. In the event the adopted budget requires Assessments against Unit Owners in any accounting year exceeding one hundred fifteen percent (115%) of such Assessments for the preceeding year, the Board, upon written application of at least ten percent (10%) of the Unit Owners to said Board, shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Unit Owner. The purpose of the special meeting shall be to consider and enact a budget. The Board may propose a revised budget to the Unit Owners at such membership meeting, or in writing prior to said meeting.

At the special meeting or any adjournment thereof, the membership shall consider and enact a budget. The adoption of the annual budget by the membership shall require the vote of a majority of all Voting Representatives.

In the event the membership is unable to adopt a budget at the special meeting or adjournment thereof within five (5) days the Board shall hold a special meeting and adopt an annual budget which does not require Assessments against Unit Owners in the accounting year exceeding one hundred fifteen percent (115%) of such Assessments for the preceeding year.

3. Determination of Increase. In determining whether Assessments exceed one hundred fifteen percent (115%) of Assessments for the prior year, there shall be excluded from the computation any provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

4. Limit on Increase of Budget. As long as Developer is in control of the Board, said Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior accounting year's Assessment without the approval of a majority of all Voting Representatives.

ARTICLE XIV. ASSESSMENTS

1. Determination and Payment. After adoption of a budget, a determination of the annual Assessment per Unit shall be made by apportioning the total sum of said budget among the Unit Owners according to the percentages for sharing Common Expenses set forth in the Declaration. The annual assessment of the Community Association may be collected by the Association in which case both assessments shall be made against Unit Owners as a single sum. Such annual assessment shall be payable in monthly installments on the first (1st) day of each month. The Board shall promptly deliver or mail to each Unit Owner or other person designated, in writing, to receive such notice, a statement setting forth the amount of the annual assessment, the amount of each monthly installment and the dates on which payment is due. The statement shall indicate whether the annual assessment of the Community Association has been included and, if so, the amount of such assessment. Such payments shall be due and payable regardless of whether or not members are sent or actually receive a written notice.

2. Failure to Adopt a Budget. If an annual budget has not been adopted for the accounting year at the start of said year, an Assessment in the amount of the last prior annual Assessment shall continue in force until changed by an amended Assessment.

3. Excess Income. If for any reason, the budget provides income in excess of the Association's needs, such over-assessments shall be retained by the Association in its account to be applied to any reserve account or to the next ensuing year's expenses or rebated to the members, at the direction of the Board.

4. Amended Budget. Subject to the requirements of Article XIII above, in the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board.

5. Special Assessments. The Board shall have power to levy special Assessments as necessary for actual economic needs of the Association with the consent of the members. Additionally, special assessments may be levied against individual Unit Owners in accordance with Subsection 2(m) of Article XVI below, which deals with the enforcement of the terms of the Declaration.

6. Initial Contribution Fund. The initial purchaser of a Condominium Unit, at the time of purchase, shall pay an initial fee of an amount equal to two monthly installments of his annual Assessment as determined at said time, which sum shall be over and above the other Assessments provided for herein.

7. Exemption of Developer. Notwithstanding anything contained herein to the contrary, as set forth in the Condominium Act and Subsection 25.04 of the Declaration, Developer shall not be assessed as a Unit Owner for capital improvements without its written approval so long as it holds Units for sale in the ordinary course of business.

8. Reserves. Funds reserved pursuant to the requirements of the Florida Statutes shall be used for the purposes for which they are reserved unless their use for another purpose is approved by a vote of the majority of the voting representatives at a duly called meeting of the membership.

ARTICLE XV. RULES AND REGULATIONS

1. Purpose. The rules and regulations of the Association shall be a list of certain reasonable restrictions on, and requirements for, the use, maintenance, and appearance of the Condominium Property or portions thereof and any land or facilities subject to Association powers pursuant to Section 13 of the Declaration. Such rules and regulations shall be in addition to all other requirements of the Master Declaration, the articles of incorporation and bylaws of the Community Association and all other Association Documents.

2. Modification. Certain rules and regulations have been promulgated by Developer and a copy thereof is on file with the Secretary of the Association. These rules and regulations may be modified, amended or repealed and new restrictions and requirements may be adopted from time to time by the majority vote of the Board or the membership.

3. Application. Every Unit Owner, occupant, guest and invitee shall be subject to the rules and regulations. A copy of such rules and regulations, as amended from time to time, shall be made available by the Association to all Unit Owners and occupants of any Unit on request, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any rule or regulation.

4. Exceptions. The Board may, under special circumstances, waive or vary specific restrictions or requirements in individual cases upon a vote of two-thirds (2/3) of the entire Board. The Board may impose conditions on any waiver or variance.

ARTICLE XVI. REMEDIES FOR VIOLATION AND DISPUTES

1. Legal Remedies.

(a) In the event of violation of the provisions of the Condominium Act or any Association Document, the Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of said documents or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations.

(b) In the event of such legal action brought against a Unit Owner, the losing defendant shall pay all costs and expenses, including, but not limited to, legal fees incurred prior to litigation, filing and service of process fees, reasonable attorneys' fees and court costs incurred by the Association incident to the proceeding, during trial, upon appeal, and in any post-judgment proceedings. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and with the intent of all Owners to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from Owners of Condominium Parcels and to preserve each Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

(c) The costs and expenses authorized at Subsection (b) above shall be assessed against the Unit Owner's Unit as a special assessment collectible in the same manner as any other Assessment of the Association.

2. Hearing Procedures.

(a) Written Complaint. An action under this Section is initiated upon the filing of a written complaint by any member of the Association or by any officer or director with the Board; provided, however, no such action under this Section may be initiated on any matter which is being arbitrated under Section 3 below or which has been decided by such arbitration. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act or the Association Document which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

(b) Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereon on the respondent by any of the following means: [1] personal delivery or [2] registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the

books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States Postal Service. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense", further described at Subsection (d) below, and a "Notice of Hearing" as set forth in Subsection (c) below. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein.

(c) Notice of Hearing. Along with service of complaint, the Board shall serve a Notice of Hearing, as provided herein, on all parties giving at least twenty (20) days notice of said hearing. The Notice to the respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the Association at
on the ____ day of _____, 19__, at the hour
of ____ upon the charges made in the complaint
served upon you. You may be present at the hearing,
may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors."

If any of the parties can, within forty-eight (48) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Board may reset the time and date of hearing and promptly deliver notice of the new hearing date.

(d) Notice of Defense. Service of complaint and Notice of Hearing shall be accompanied by a Notice of Defense which shall be signed by respondent, or on behalf of respondent, and returned to the Board within forty-eight (48) hours after service, or respondent shall be deemed to have admitted to the complaint in whole.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the Board as herein provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the Board may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the Board shall meet to determine appropriate action or penalty if any.

(e) Cease and Desist Orders. The Board may, at its own discretion, issue a cease and desist order, along

with the complaint statement to respondent, such cease and desist order to be substantially in the following form:

"The Board has received the attached complaint."

"By authority of Article XVI, Section 2 of the By-laws, the Board hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the Board of Directors or court of law permits."

"Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

(f) Insufficient Complaint. Any objections to the form or substance of the complaint shall be considered by the Board within five (5) days of their receipt. The Board shall make its determination and notify all parties within said five (5) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Board that the complaint is still insufficient, then the matter shall be dismissed by the Board.

(g) Amended or Supplemental Complaints. At any time prior to the hearing date, the Board may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the Board shall afford the respondent a reasonable opportunity to prepare his defense thereto.

(h) Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Board or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

(i) Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine such author, or if the opportunity to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

(j) Constraints on the Board. It shall be incumbent upon each director to make a determination as to whe-

ther he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Board and remove himself from the proceedings and have it so recorded in the minutes.

The respondent may challenge any director for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge. A majority of the Board may sustain the challenge, removing the director from the proceedings and have it so recorded in the minutes. All the decisions of the Board in this regard shall be final.

In either event, the President shall appoint a member or Voting Representative of the Association to serve as a temporary director replace the director so removed.

(k) Hearing.

(1) Each hearing, including all preliminary matters prior to the hearing shall be before three (3) directors and their action shall be the action of the Board, provided, however, whenever the Board has commenced to hear the matter and a director is forced to withdraw prior to a final determination, the remaining directors shall continue to hear the case.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The Board shall choose one director who shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

(1) Authorized Action. At the conclusion of testimony, the Board shall deliberate the evidence. By a vote of the directors, the Board shall determine whether the allegations as presented constitute a violation of the covenants

or rules and regulations. If the Board concludes that a violation has taken place, it shall have the following elections:

- (1) Reprimand;
- (2) Levying a fine in such amount as the occasion determines;
- (3) Authorize the initiation of appropriate action.

(m) Fines. Fines levied by the Board pursuant to Subsection (1) shall be considered a special assessment against the member, leviable by the Board against the Unit and collectible in the same manner as any other Assessment of the Association.

3. Arbitration. Any internal dispute arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns may be submitted to voluntary binding arbitration by the Division of Florida Lands and Condominiums pursuant to the rules and regulations promulgated thereby. The decision of arbitration shall be final; however, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose the parties from proceedings in a trial de novo, and if such judicial proceedings are initiated, the final decision of the arbitration shall be admissible in evidence. Any party may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction. The hearing procedures set forth at Section 2 above shall not be available in any matter which is being arbitrated or has been decided by arbitration.

ARTICLE XVII. INSURANCE, BONDING

The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

1. Liability Insurance. The Board shall obtain and maintain public liability insurance covering all of the respective Common Elements, including the Limited Common Elements, and insuring the Association and the Unit Owners, as their interests appear, in such amount as the Board may determine from time to time, in its sole discretion. Said insurance may include, but shall not be limited to, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

2. Casualty Insurance.

(a) The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance, and if any real property is in an area identified by the Department of Housing and Urban Development as having a special flood hazard, flood insurance. Such insurance shall insure all of the insurable improvements comprising the Common Elements, including personal property owned by the Association, in an amount equal to the maximum insurable replacement value, in accordance with the original plans and specifications as actually built, including modifications, if any, as determined annually by the Board. Any Unit Owner may, at his own expense, carry any and all other insurance he deems advis-

able beyond that included in the policy carried by the Association. It shall not be the responsibility of the Association to obtain insurance coverage upon the personal property nor living expenses of any Unit Owner. Each Unit Owner may obtain additional insurance covering his real property interest at his own expense.

(b) The Association shall make every reasonable effort to obtain insurance with the following characteristics, provisions or endorsements:

(1) Exclusive authority to adjust losses being vested in the Board;

(2) The insurance coverage being primary in the event any Unit Owner has other insurance covering the same loss;

(3) The insurer waiving its right of subrogation as to any claims against each Unit Owner;

(4) The insurance coverage not being canceled, invalidated, or suspended because of the conduct of any one or more individual Unit Owners or their respective lessees, employees, agents, contractors, and guests;

(5) The insurance coverage not being canceled, invalidated, or suspended because of the conduct of any officer or employee of the Association or Board or their employees, agents, or contractors, without prior demand in writing that the Board cure the defect and then only if the defect is not cured within fifteen (15) days.

(6) The insurance coverage not being canceled or substantially modified without at least ten (10) days prior written notice to the Association and each first Mortgagee listed as such in the policy.

(c) All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their Mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal and sufficiency of policies, the failure to collect any insurance proceeds, and the form or content of the policies. The Association shall receive such proceeds as are paid and hold the same for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective Mortgagees (hereinafter sometimes collectively referred to as Beneficial Owners) as their interests shall appear.

(d) Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Beneficial Owners in the following manner:

(1) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be deemed surplus and subject to the provisions of Subsection 2(i), Surplus, below. All remittances to Unit Owners and their Mortgagees shall be payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by same.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by same. Notwithstanding anything contained in this Paragraph to the contrary, in the event the casualty loss is to personal property of the Association and such property shall not be repaired or replaced pursuant to Subsection (h) below, the proceeds attributable to such loss shall be deemed surplus and subject to the provisions of Subsection 2(i), Surplus, below.

(3) Record of Beneficial Ownership: In making distribution to Unit Owners and their Mortgagees, the Association may rely upon the Association records as to the names of the Unit Owners and their Mortgagees and their respective share of the distribution, as confirmed in writing by a title insurance company or abstract company authorized to do business in the State of Florida.

(e) Following any casualty loss to Condominium Property insured pursuant to this Section 2, the Board shall promptly obtain reliable and detailed estimates of the cost of repair and restorations thereof from at least two licensed contractors. Based on said estimates, and with the aid of an independent appraisal, if necessary, the Board shall determine whether "substantial damage," as defined at Subsection (f) below, has occurred, and such finding shall be binding on all Unit Owners.

(f) "Substantial Damage": As used in these Bylaws, or any other context dealing with this Condominium, the term "substantial damage" shall mean loss or damage whereby seventy-five percent (75%) or more of the total replacement value of the property insured becomes payable. In the event such substantial damage has occurred, then:

(1) A membership meeting shall be called by the Board, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the loss or damage subject to the following:

(i) If the insurance proceeds and any reserves available for restoration and repair of any building or other facility or improvement are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless at least three-fourths (3/4) of the Voting Representatives vote to terminate the Condominium and the written consent of at least two-thirds (2/3) of first Mortgagees (based upon one vote for each mortgage held) of all Condominium Parcels is obtained. The Condominium Property shall thereafter be removed from the provisions of Chapter 718 of the Florida Statutes in accordance with Section 26 of the Declaration.

(ii) If the insurance proceeds and any reserves available for restoration and repair of any building or other facility or improvement are not sufficient to cover the costs thereof so that a special Assessment will be required, then said Assessment shall be made and the Condominium Property restored and repaired, unless at least two-thirds (2/3) of all of the Voting Representatives vote to terminate the Condominium and the written consent of at least three-fourths (3/4) of first

Mortgagees (based upon one vote of each first mortgage held) of all Condominium Parcels is obtained. The Condominium Property shall thereafter be removed from the provisions of Chapter 718 of the Florida Statutes in accordance with Section 26 of the Declaration.

(2) Unless it is determined to terminate the Condominium, the Association shall proceed to negotiate the contract for such repairs and restoration and shall immediately levy such special Assessments as are necessary for same. Any special Assessment shall be levied against all Unit Owners in proportion to their respective percentages of undivided interest in the Common Elements. The insurance proceeds and the reserves and special Assessments, if any, shall be disbursed by the Association for the repair and restoration of the property.

(g) Loss less than "Substantial": Where the loss or damage occurring to any building or other facility or improvement is less than "substantial", it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss as follows:

(1) The Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(2) If the proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to their respective percentages of undivided interest in the Common Elements.

(3) Notwithstanding anything contained in Paragraph (2) above to the contrary, should appropriate reserves be available to cover all or any portion of the deficiency, the Board may elect to use all or any portion of said reserves to pay the deficiency thus reducing or eliminating the amount of the special Assessment. The decision of the Board shall be binding upon the Unit Owners unless and until, within a period of thirty (30) days following such decision of the Board, at least fifty percent (50%) of all Voting Representatives elect otherwise.

(h) Notwithstanding anything contained herein to the contrary, if the casualty loss involves personal property of the Association, the decision to repair or replace such personal property and the manner of repair or replacement shall be made by the Board, unless specific provisions for obtaining a decision by the Unit Owners are adopted by amendment to these Bylaws or are in the rules and regulations of the Association.

(i) Surplus: The insurance proceeds shall first be distributed in payment of costs of repair and restoration; and, if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such amount may be retained as a reserve, or wholly or partly distributed at the discretion of the Board, unless at least ten percent (10%) of the first Mortgagees (based upon one vote for each first mortgage owned of all Condominium Parcels) require distribution. In the event of distribution, the Association shall distribute any such remaining proceeds to the Beneficial Owners of the fund in the same proportion as the respective percentage of undivided interest in the Common Elements owned by each Unit Owner.

(j) Any repair and restoration must be substantially in accordance with the original plans and specifications as actually built, including modifications, or as the building was last constructed, or according to the plans approved by the Board. If any material or substantial change is contemplated, the approval of three-fourths (3/4) of the first Mortgagees (based upon one vote for each first mortgage held) shall also be required.

3. Workmen's Compensation. The Board shall obtain Workmen's Compensation insurance to meet the requirements of law.

4. Other Insurance. The Board may obtain such other insurance as the Board shall determine from time to time to be desirable.

5. Insurance on Units. Each Unit Owner shall be solely responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his Unit, and for purchasing insurance upon his personal property and for living expenses.

6. Association's Power to Compromise Claims. The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

7. Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the Mortgagee(s), said Mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee shall be subrogated to the Assessment and lien rights of the Association as against the Unit Owners for the payment of such item of Common Expense.

8. Unit Owners' Liability. Anything in this Article XVII to the contrary notwithstanding, each Unit Owner shall be responsible to the Association for payment of any deductible from the insurance proceeds required by the Association's liability, casualty, Workmen's Compensation and such other insurance policies in force under the terms of this Article, for any claim arising as a result of the Unit Owner's act or omission, or that of any guest, invitee or lessee of the Unit Owner. The Association shall have the power to assess any Unit Owner for such deductible.

9. Miscellaneous. Premiums for all insurance coverage obtained by the Association, and other expenses in connection with such insurance, shall be paid by the Association and be charged as a Common Expense. All such insurance shall be placed with good and responsible companies, authorized to do business in Florida.

10. Fidelity Bonds. The Association shall provide fidelity bonding in the principal sum of not less than \$10,000.00 for all officers or directors who control or disburse funds of the Association.

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

1. Accounting Year. The accounting year of the Association shall begin the first day of July in each year. The Board is expressly authorized to change this accounting year by resolution at any time for the convenience of the Association.

2. Books and Records.

(a) The Association shall keep minutes of the proceedings of its members, its Board and its committees, which minutes shall be available for inspection by Unit Owners, or their authorized representatives, and by directors at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years.

(b) The Association shall maintain correct and complete books and records of account. These records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to Unit Owners or their authorized representatives. Failure to permit inspection of the Association's accounting records by Unit Owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorneys' fees from the person or persons in control of the books and records who, directly or indirectly, deny access to the books and records for inspection. The accounting records shall be maintained according to good accounting practices. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each Unit, 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.

(c) A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

(d) The Association may maintain a suitable register for the recording of pledged or mortgaged Condominium Parcels. Any pledgee or Mortgagee of a Condominium Parcel may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event notice of default is given any Unit Owner, under an applicable provision of the Bylaws or the Declaration, copy of such notice shall be mailed to the registered pledgee or Mortgagee.

(e) The membership list required by Section 4 of Article V above shall be made available for inspection by Unit Owners or their authorized representatives at any reasonable times.

(f) Current copies of the Association Documents and the most recent annual audited financial statement, if such is prepared, shall be available for inspection by prospective purchasers, upon request, during normal business hours or under other reasonable circumstances.

3. Funds.

(a) All funds of the Association shall be deposited from time to time to the credit of the Association in one or more such banks, trust companies or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary.

(b) Association funds shall be used only for Association purposes and may not be expended for the purposes of Developer, including but not limited to sales and promotion activities, utilities or other costs for construction activities or repair or replacement which is within the warranty obligations of Developer, nor may Association personnel be used for such purpose at Association expense.

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over \$50.00 must be signed by two authorized signers, one of whom must be an officer of the Association; checks for less than Fifty Dollars (\$50.00) may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

(d) Drafts or other orders for the payment of money, excepting depository accounts, and all notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officers or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and countersigned by the President.

4. Financial Information. Within three (3) months following the end of the accounting year of the Association, the Board shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous accounting year. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;

- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

ARTICLE XIX. EMINENT DOMAIN

(a) The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Elements, or part thereof.

(b) In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interest may appear. Any such taking or acquisition shall be deemed to be a loss and any award payable as a result of such taking or acquisition shall be distributed or used in accordance with the provisions of Section 2 of Article XVII.

ARTICLE XX. NON-PROFIT OPERATIONS

This Association shall not authorize nor issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its members, directors or officers. However, the Association may pay compensation in a reasonable amount to members, officers or directors for services rendered, subject to the limitations of Section 6 of Article VII and Section 7 of Article XI.

ARTICLE XXI. CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation, and the words "corporation not for profit".

ARTICLE XXII. MODIFICATION OF BYLAWS

These Bylaws may be revised, amended or repealed, unless specifically prohibited herein, at any meeting of the Board or the membership by a majority vote, provided that notice of said meeting is given in accordance with these Bylaws, and that said notice contains a full statement of the proposed amendment. No revision of or amendment to the Bylaws shall be valid unless set forth in or annexed to a duly recorded amendment to the Declaration. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws 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 Bylaw. See Bylaw ____ for present text." Nonmaterial errors or omissions in

the Bylaw process shall not invalidate an otherwise properly promulgated amendment. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

ARTICLE XXIII. MISCELLANEOUS

1. Articles and Other Headings. The Articles and other headings contained in these Bylaws are for reference purposes only and shall not affect the meaning or interpretation of these Bylaws.

2. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

3. Members and Owners. By the terms of the Declaration, all Unit Owners shall be members and all members must be Unit Owners; therefore, said designation shall be deemed synonymous.

4. Revocability of Authorizations. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Association shall preclude the Board from exercising the authority required to meet its responsibility for the Operation of the Condominium. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

5. Validity. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect. Defects or omissions in the Bylaws shall not affect the validity of the Condominium or the title to Condominium Units.

SECRETARY'S CERTIFICATE

This is to certify that I am the Secretary of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., and the foregoing Bylaws of said Association were duly adopted by the Board of Directors of the Association at the Organizational Meeting of said directors on September 11, 1984.

Dated: September 11, 1984.


Secretary

HISTORY OF BYLAWS

The initial Bylaws of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., were first adopted on September 4, 1984.

Amendments made subsequent to September 4, 1984, should be listed below.

AMENDMENTS

CHANGE
NUMBER

DATE OF ADOPTION BY
MEMBERSHIP OR BOARD

SECTIONS
AMENDED

89036459

OR6936PG0738

KARLENE E. DALLARD
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL

CERTIFICATE OF AMENDMENT

03 FEB 14 AM 9:54

TO THE BY-LAWS OF

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an exhibit to the Declaration of Condominium for Cluster Homes I, A Condominium, as described in Official Records Book 5857 at Page 1871, and Condominium Plat Book 79, Page 1 through 117 of the Official Records of Pinellas County, Florida was duly adopted in the manner provided in Article XXII of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of December, 1988, at Pinellas County, Florida.

CLUSTER HOMES I CONDOMINIUM
ASSOCIATION, INC.

(SEAL)

Witnesses:

By:

WALTER LARSON, President

Attest:

JOSEPH VENA, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

14067568 GEN 02-14-89 09:52:29
01 -
RECORDING 1 \$10.50

On this 23 day of December, 1988, ~~JOSEPH VENA, Secretary,~~ appeared WALTER LARSON, President, and JOSEPH VENA, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

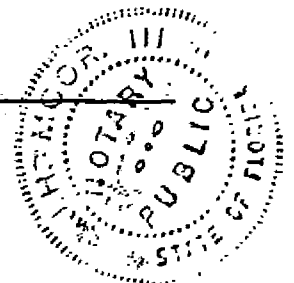
TOTAL: \$10.50
\$10.50
\$0.00

WITNESSETH my hand and seal this day and year last above written.

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

Notary Public

My Commission Expires:



Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

RETURN TO: LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., BARNETT BANK PLAZA, 1150 CLEVELAND STREET, SUITE 420 • CLEARWATER, FLORIDA 34615-6933

TELEPHONE (813) 443-3781

Document not for resale
HomeWiseDocs

ADOPTED AMENDMENTS TO BY-LAWS OF
CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Additions indicated by underlining.
Deletions indicated by striking through.

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

3. Funds.

(d) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over One-Thousand Five-Hundred Dollars (\$1,500.00) ~~\$50.00~~ must be signed by two authorized signers, one of whom must be an officer of the Association; checks for less than One-Thousand Five-Hundred Dollars (\$1,500.00) ~~Fifty-Dollars-(\$50.00)~~ may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021

LAW OFFICES

CERTIFICATE OF AMENDMENT

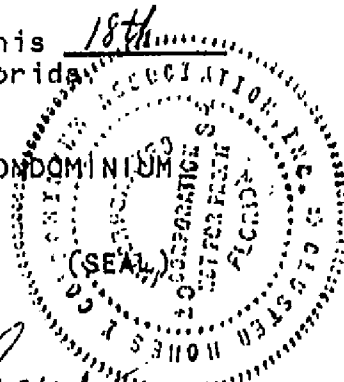
TO THE BY-LAWS OF

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an exhibit to the Declaration of Condominium for Cluster Homes I, a Condominium, as described in Official Records Book 5857 at Page 1871, and Condominium Plat Book 79, Page 1 through 117 of the Official Records of Pinellas County, Florida was duly adopted in the manner provided in Article XXII of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 18th day of FEB, 1991, at Pinellas County, Florida.

CLUSTER HOMES I CONDOMINIUM
ASSOCIATION, INC.



Witnesses:

W R Cook

Betty Truella

By: James Cleary
JAMES CLEARY, President

ATTEST: Betty Truella
BETTY TRUDELL, Secretary

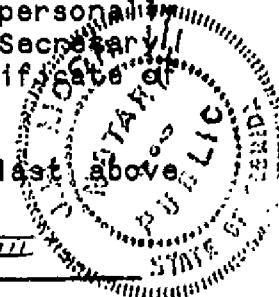
STATE OF FLORIDA)
SS
COUNTY OF PINELLAS)

On the 18th day of FEB, 1991, personally appeared JAMES CLEARY, President, and BETTY TRUDELL, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

J.H. Moor III
Notary Public



My Commission Expires:

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: KF

Prepared by and return to:
Robert L. Tankel, Esq.
Becker & Pollakoff, P.A.
1150 Cleveland St., Suite 420
Clearwater, FL 34615-6933
Order: 58245
Address: 58245
Order Date: 3/19/91
Document: 58245
HomeWiseDocs

ADOPTED AMENDMENTS TO BY-LAWS OF
CLUSTER HOMES 1 CONDOMINIUM ASSOCIATION, INC.

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

3. Funds.

(d) The authorized signers of all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over Three Thousand Dollars (\$3,000.00) must be signed by two authorized signers, one of whom must be an officer of the Association; checks for less than Three-Thousand Dollars (\$3,000.00) may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

27073228	RMH	03-19-91	10:50:20
01	-		
RECORDING		1	\$10.50

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

89103829

OR6988PG1812

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Robert L. Tankel, who after being by me first duly sworn deposes and says that:

1. He is an attorney with the law firm of Becker, Poliakoff and Streitfeld, P.A.

2. On December 23, 1988 a Certificate of Amendment and Adopted Amendment to the By-Laws of Cluster Homes I Condominium Association, Inc. was prepared and forwarded to the Clerk of the Circuit Court of Pinellas County for recording. Said Certificate of Amendment was recorded in O.R. Book 6936, at Page 0738.

3. That the above referenced Adopted Amendment to the By-Laws contained a scrivener's error in that paragraph (d) should be corrected to read paragraph (c).


 ROBERT L. TANKEL, AFFIANT

SWORN TO AND SUBSCRIBED before me this 26th day of April, 1989.


 NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 My Commission Expires: 12-31-1991

01 RECORDING
 REC 6.00
 DS _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 REV. _____

TOTAL 6.00 97

APR 28 PM 2:55

14003829 GEN 04-28-89 14:43:20
 01
 RECORDING 1 \$6.00
 TOTAL: \$6.00
 CHECK AMT. TENDERED: \$6.00
 CHANGE: \$0.00

RETURN TO

LAW OFFICES
 BECKER, POLIAKOFF & STREITFELD, P.A., BARNETT BANK PLAZA, 1150 CLEVELAND STREET, SUITE 420 • CLEARWATER, FLORIDA 34615-6933
 TELEPHONE (813) 143-3781

Order: 5BZ4FJ223
 Address: 554 Andorra Cir NE
 Order Date: 04-01-2021
 Document not for resale
 HomeWiseDocs

40 Rec 392 13.00
41 St 2500 per
42 Sur
43 Int
Tot 3800.00

RETURN TO: This instrument prepared by
LINDA A. EARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg Florida 33731

84224257

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CLUSTER HOMES I, A CONDOMINIUM

O.R. 5887 PM 1308

Condominium Plat Pertaining Hereto Were Filed in Condominium
Plat Book 79, Pages 109 Through 117 Inclusive.

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF CLUSTER HOMES I, A CONDOMINIUM (the "First Amendment") is made this 26th day of October, 1984, by and among LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, the developer ("Developer") of CLUSTER HOMES I, A CONDOMINIUM, pursuant to Section 718.110(2) of the Florida Statutes and Subsection 29.06 of the Declaration of Condominium. Developer hereby certifies to the following:

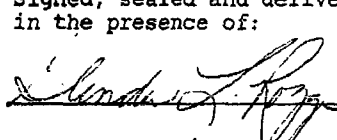
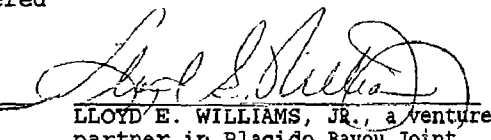

1. The Declaration of Condominium for Cluster Homes I, A Condominium (the "Declaration of Condominium"), was recorded on October 11, 1984, in Official Record Book 5857, commencing at page 1871, and in Condominium Plat Book 79, Pages 109 through 117, all of the Public Records for Pinellas County, Florida.

2. This First Amendment hereby amends Exhibit "A" to the Declaration of Condominium by the deletion of sheet 1 of 19 from Exhibit "A", and the substitution in its stead of Exhibit "A" attached hereto and by this reference made a part hereof. This First Amendment was duly authorized by the three sole venture partners comprising Developer.

3. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this First Amendment.

IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:



LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou Joint Venture

As to Lloyd E. Williams, Jr.

Condominium Plats Pertaining Hereto are Filed in
Condominium Plat Book 80, Pages 19 through
-- inclusive.

Oct 29 1 28 PM '84

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

J.K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture

Maurice N. Kuegel By: Robert P. Crisp
its President

Nancy H. Harts
As to J.K. Financial Corp-
oration

(CORPORATE SEAL)

Betty-Jane Leurs
Robert P. Crisp
As to Robert P. Crisp

Robert P. Crisp
ROBERT P. CRISP, a venture part-
ner in Placido Bayou Joint Venture

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 25th day of October, 1984, by LLOYD E. WILLIAMS,
JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a
Florida joint venture.

Betty R. Struble
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 3, 1988
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 26th day of October, 1984, by Lennard W.
Hentsch, the President of J.K. FINANCIAL
CORPORATION, a Florida corporation, on behalf of the corpora-
tion, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a
Florida joint venture.

Maurice N. Kuegel
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 17, 1986
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 26th day of OCTOBER, 1984, by ROBERT P. CRISP,
as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida
joint venture.

Betty-Jane Leurs
Notary Public

(SEAL)

My Commission Expires:

2-13-86

Notary Public, State of Florida
My Commission Expires Feb. 13, 1986
Bonded Thru Troy Ins. - Insurance, Inc.

Q.N. 5867 PNH 1310

AMENDED

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
2209 10th STREET NORTH
ST. PETERSBURG, FLORIDA

43 Int
41 SI
42 SUR

85069439

D.S. 5966 AGE 320

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CLUSTER HOMES I, A CONDOMINIUM

To 186.00
G. R. M. H.
2.00
7.00

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF CLUSTER HOMES I, A CONDOMINIUM (the "Second Amendment") is made this 25th day of March, 1985, by LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PACIDO BAYOU JOINT VENTURE, a Florida joint venture, the developers (hereinafter collectively referred to as the "Developer") of CLUSTER HOMES I, A CONDOMINIUM, (the "Condominium") with reference to the following facts:

RECITALS

A. The Declaration of Condominium for Cluster Homes, I, A Condominium (the "Declaration of Condominium"), was recorded on October 11, 1984, in Official Record book 5857, commencing at page 1871, and in Condominium Plat Book 79, Pages through 117, inclusive and the First Amendment thereto was recorded on October 29, 1984, in Official Record Book 5967, commencing at page 1308, and in Condominium Plat Book 80, at Page 19, all of the Public Records for Pinellas County, Florida.

B. This Second Amendment to the Declaration of Condominium is made by Developer pursuant to Subsection 718.403(6) of the Florida Statutes and Subsection 30.03 of the Declaration of Condominium for the purpose of adding Phase Andorra to the Condominium. Additionally, pursuant to Subsection 718.110(2) of the Florida Statutes and Subsection 29.06(b) of the Declaration of Condominium, this Second Amendment corrects certain scrivener's errors at sheets 14 and 15 of 19 of Exhibit A to the Declaration of Condominium relating to the stated ceiling elevations for the fiveplex units and at page 3 of Exhibit C of the Declaration of Condominium relating to the estimate replacement value and useful life for certain reserve items.

C. Phase Andorra contains three (3) two-story buildings, designated as Building L, Building M and Building N, respectively. The Condominium, by the recordation of this Second Amendment, shall hereafter contain twenty-four (24) units.

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Developer, being the holders of the fee simple title to the real property described as Phase Andorra in Exhibit A attached to this Second Amendment, hereby states and declares that said real property, together with all improvements erected or to be erected thereon and all easements, rights and appurtenances belonging thereto, are submitted to the condominium form of ownership as an addition to Cluster Homes I, A Condominium pursuant to the requirements of Chapter 718 of the Florida Statutes.

2. Exhibit A to the Declaration of Condominium is hereby amended as follows:

(a) sheets 12, 13, 14 and 15 of 19 shall be deleted from said Exhibit A in the like numbered pages contained in Exhibit B, attached hereto and by this reference made a part hereof, shall be substituted, respectively, in their stead, and

Condominium Plats Pertaining Hereto are Filed in
Condominium Plat Book 83, Pages 88 through 96 inclusive.

This instrument prepared by:
LINDA A. CARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

APR 8 10 06 AM '85

Condominium Plat Pertaining Hereto Were Filed in Condominium Plat Book 79, Pages 109 through 117 inclusive, and in Condominium Plat Book 80, Page 19.

(b) sheets 6, 16, 17, 18 and 19 of 19 contained in said Exhibit B attached hereto, shall be included in their proper consecutive order as additional pages to said Exhibit A.

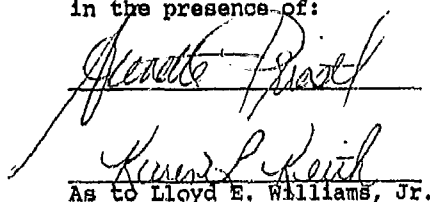
3. Percentage Ownership of Common Elements, located as Exhibit B of the Declaration of Condominium, is hereby amended to include page 3, attached hereto as Exhibit C and by this reference made a part hereof. Page 3 sets forth the undivided share in the common elements appurtenant to each unit in the Condominium. The owner or owners of each unit share in the common expenses and owns the common surplus in the same share as their respective ownership interest in the common elements.


4. Estimated Operating Budget, located as Exhibit C to the Declaration of Condominium, is hereby deleted in its entirety and in its stead Exhibit "D", attached hereto and by this reference made a part hereof, is hereby substituted.

5. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by the First Amendment and by this Second Amendment.

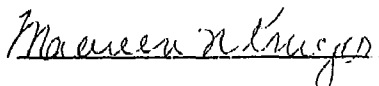
IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture have hereunto set their hand and seal on the day and year first above written.

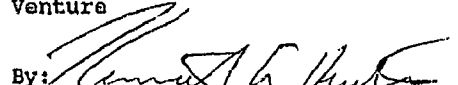
Signed, sealed and delivered in the presence of:


As to Lloyd E. Williams, Jr.

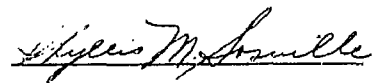

LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou Joint Venture

J.K. FINANCIAL CORPORATION, a Florida corporation, a venture partner in Placido Bayou Joint Venture


As to J.K. Financial Corporation

By: 
Its President

(CORPORATE SEAL)


As to Robert P. Crisp


ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of March, 1985, by LLOYD E. WILLIAMS, JR., a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda A. Earle
Notary Public



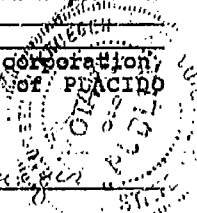
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JAN. 24, 1986

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of March, 1985, by Maureen M. Krueger, the President of J.K. FINANCIAL CORPORATION, a Florida corporation, on behalf of the corporation, a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Maureen M. Krueger
Notary Public



(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 17 1985
JUNIOR TRIM GENERAL INS UNDERWRITERS

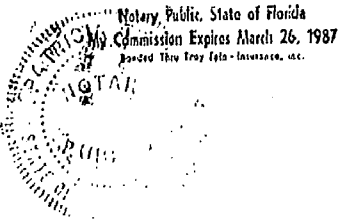
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25 day of March, 1985, by ROBERT P. CRISP, a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Patricia Thomas
Notary Public

(SEAL)

My Commission Expires:



JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted herein for condominium ownership as an addition to Cluster Homes I, A Condominium, hereby consents to this Second Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857 at Page 1903 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 4th day of March, 1985.

Signed, sealed and delivered
in the presence of:

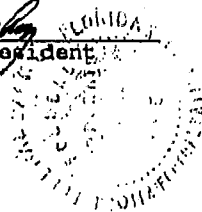
HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized and
existing under the laws of the
United States of America

Robert L. Heinichon

By:

Robert J. Hamblin
Its Senior Vice President

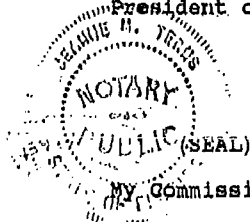
Jeanne M. Terno



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 4th day of March, 1985, by ROBERT L. HEINCHON, Senior Vice
President of HOME FEDERAL BANK, F.S.B.

Jeanne M. Terno
Notary Public



MY Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 3, 1988

LEGAL DESCRIPTION

PHASE ANDORRA

That portion of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 - 5 inclusive, Public Records of Pinellas County, Florida, and being further described as follows:

From the most Westerly corner of said Tract 3 as a Point of Reference; thence S.79°39'01"E., along the Northorly boundary thereof, 291.35 feet for a Point of Beginning; thence along said boundary by the following three (3) courses:

1. N.10°20'59"E., 84.50 feet;
2. S.79°39'01"E., 45.33 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 40.00 feet, Arc 23.27 feet, Chord N83°41'10"E., 22.94 feet; thence S.79°39'01"E., 114.02 feet; thence N.10°20'59"E., 7.11 feet; thence S.49°29'22"E., 47.57 feet to a point on a curve; thence along the arc of a curve to the Left, Concave to the East, Radius 40.00 feet, Arc 41.72 feet, Chord S.07°02'42"E., 39.86 feet to a Point of Tangency; thence S.22°50'15"E., 38.08 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 20.00 feet, Arc 17.94 feet, Chord S.02°51'19"W., 17.34 feet to a Point of Tangency; thence S.28°32'53"W., 94.05 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 100.00 feet, Arc 60.29 feet, Chord S.45°49'11"W., 59.38 feet to a Point of Tangency; thence S.63°05'30"W., 58.11 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 7.85 feet, Chord N.71°54'30"W., 7.07 feet to a Point of Tangency; thence N.26°54'30"W., 216.00 feet; thence N.10°20'59"E., 14.58 feet to the aforementioned Point of Beginning.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

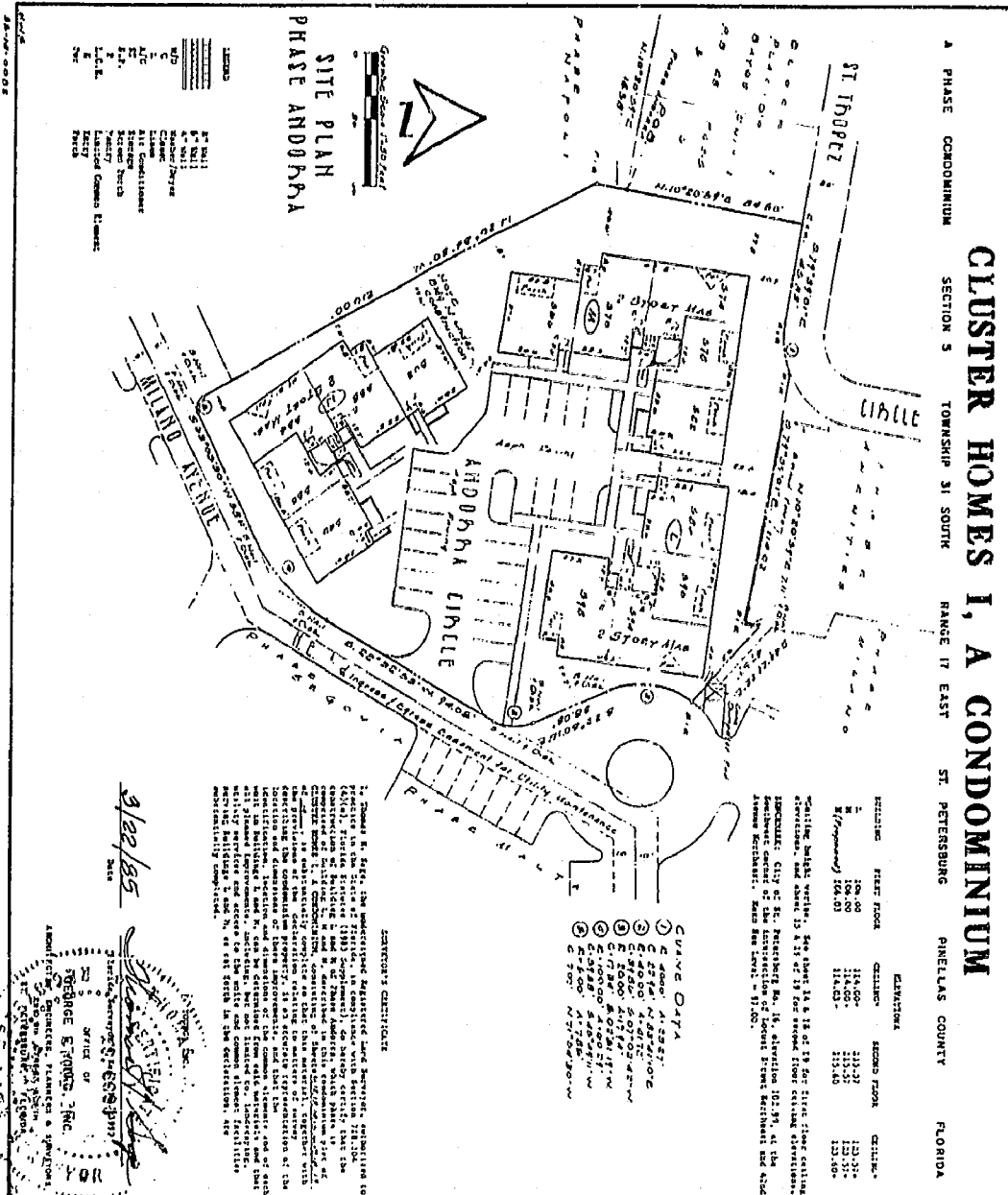
EXHIBIT A Date: 04-01-2021

Document not for resale

HomeWiseDocs

CLUSTER HOMES I, A CONDOMINIUM

PHASE 3
CCOADMINIUM SECTION 5
TOWNSHIP 31 SOUTH
RANGE 17 EAST
ST. PETERSBURG
PINELLAS COUNTY
FLORIDA

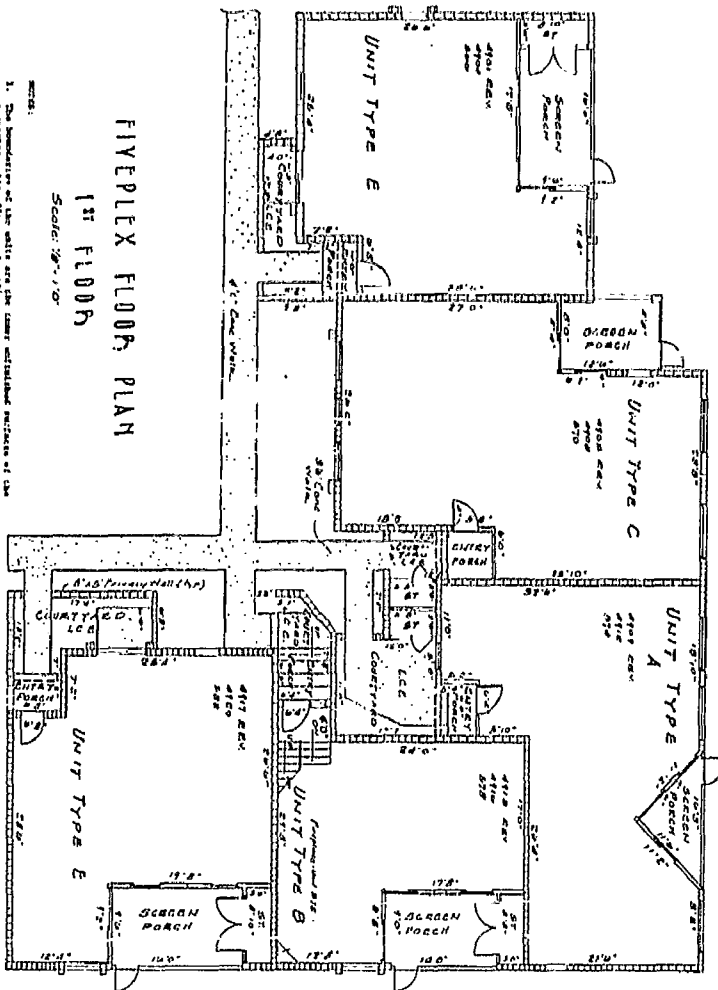


THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
EXHIBIT B
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



- NOTES:
1. The boundaries of the units are the center extended portions of the permanent walls, doors and ceilings.
 2. The plan is shown herein as a representation of a typical unit. Other plans for the units in this project may vary.
 3. All dimensions shown refer to the City of St. Petersburg, Florida. Mean Sea Level - 70.00 feet.
 4. All dimensions shown refer to the building. Dimensions of units may vary as shown and are subject to slight variations with any new construction.
 5. The typical floor plan is shown as an illustration of a unit. It is not an architectural plan and does not show any other construction, such as ceiling construction, which may be used in this development.

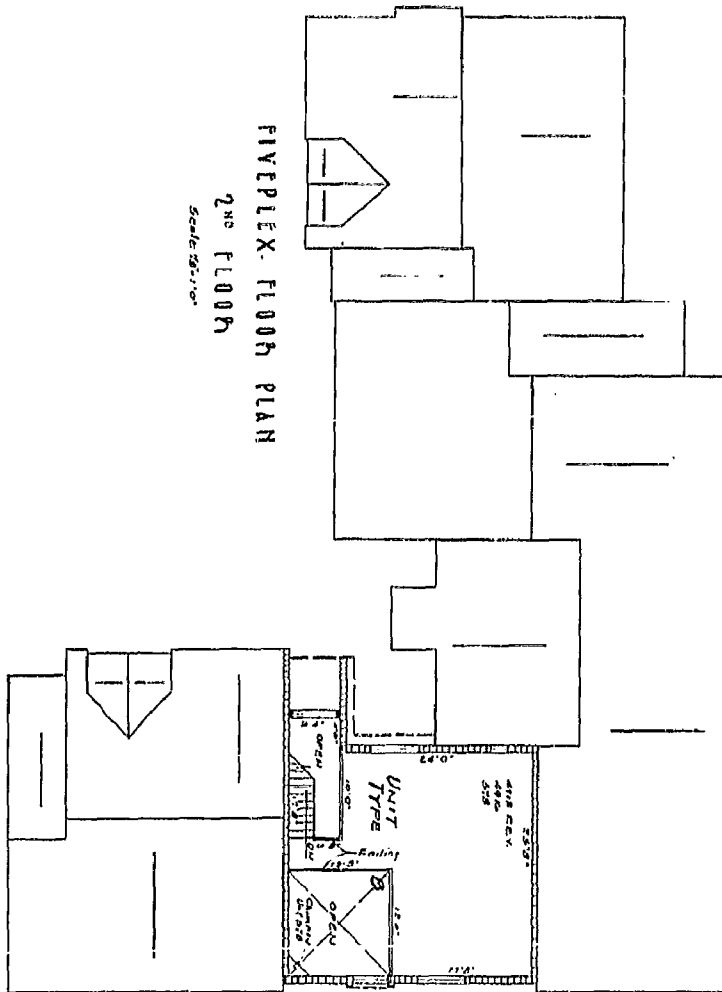
Notes:
See Sheet 6 of 19 for Legend.

OFFICE OF
GEORGE E. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
200 3RD STREET NORTH
ST. PETERSBURG, FLORIDA

SHEET 18 OF 19

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
ITY AND MAY BE ILLEGIBLE.

CLUSTER HOMES I, A CONDOMINIUM
 A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



FIVEPLEX FLOOR PLAN
 2ND FLOOR
 Scale 1/8" = 1'-0"

NOTES
 See Sheet 12 of 14 for
 notes and sheet 13 of 14
 for legend

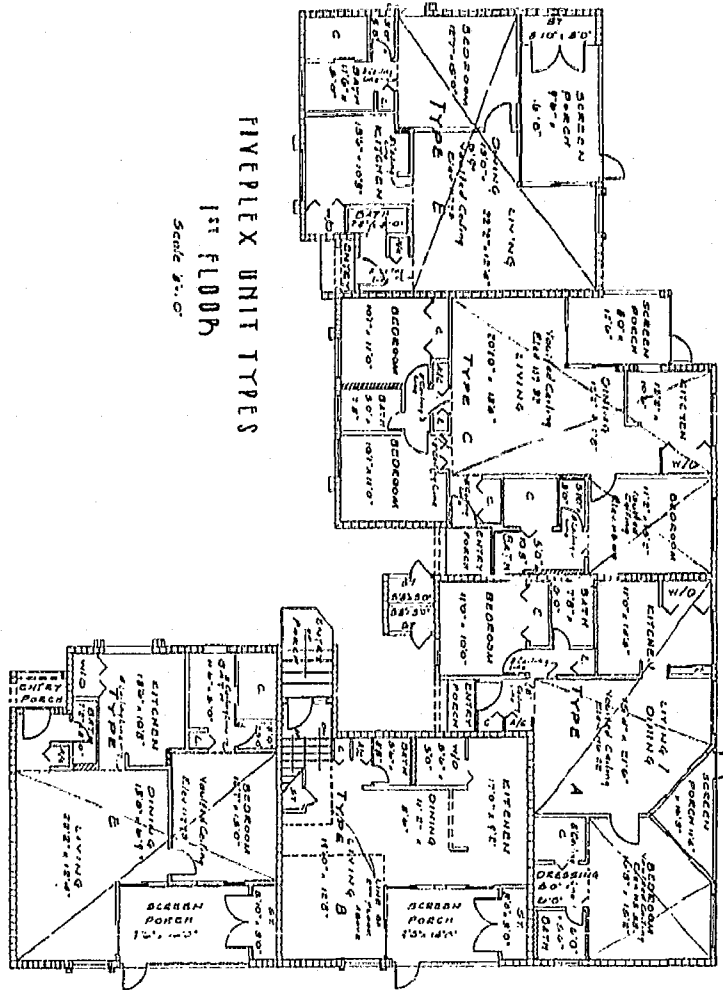
OFFICE OF
 GEORGE F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & ENVIRONMENTALISTS
 210 1ST STREET NORTH
 ST. PETERSBURG, FLORIDA

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF POOR QUAL-
 ITY AND MAY BE ILLEGIBLE.

SHEET 12 OF 14

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



FIVEPLEX UNIT TYPES
1ST FLOOR
Scale 1/8" = 1'-0"

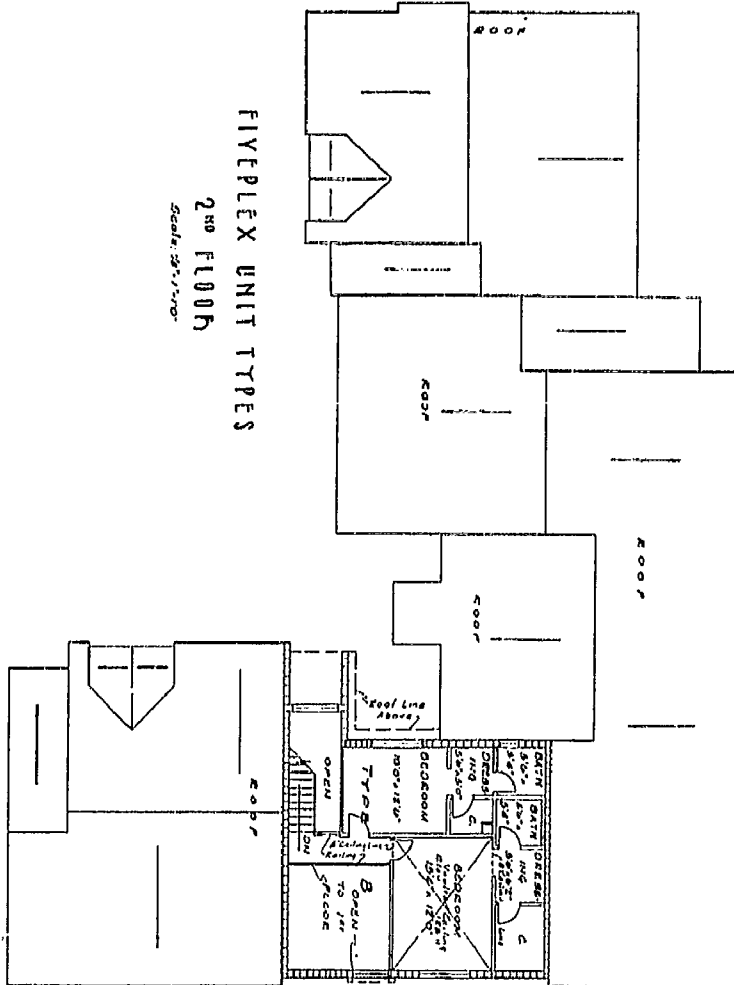
NOTES:
1. See attached map of 1/4 for location of this floor plan.
2. See attached map of 1/4 for location of this floor plan.
3. See attached map of 1/4 for location of this floor plan.

OFFICE OF
GEORGE E. YOUNG, INC.
ARCHITECT, ENGINEER, PLANNER & SURVEYOR
444 1ST STREET NORTH
ST. PETERSBURG, FLORIDA

SHEET 16 OF 16

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

CLUSTER HOMES I, A CONDOMINIUM
 PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



FIVEPLEX UNIT TYPES
 2ND FLOOR
 Scale: 3/8" = 1'-0"

NOTES:
 See Sheet 12 of 19 for
 Notes and Sheet 13 of 19
 for Legend

12-1-1962

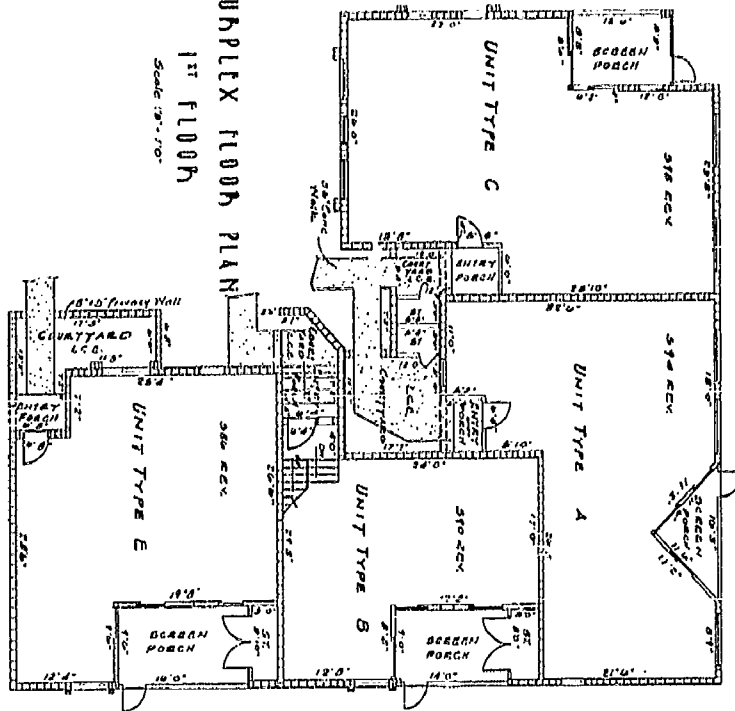
OFFICE OF
 GEORGE F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 639 9th STREET NORTH
 ST. PETERSBURG, FLORIDA

SHEET 14 OF 19

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF POOR QUAL-
 ITY AND MAY BE ILLEGIBLE.

CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



Notes:
See Sheet 12 of 14.
Notes and Sheet 12 of 14 for legend.

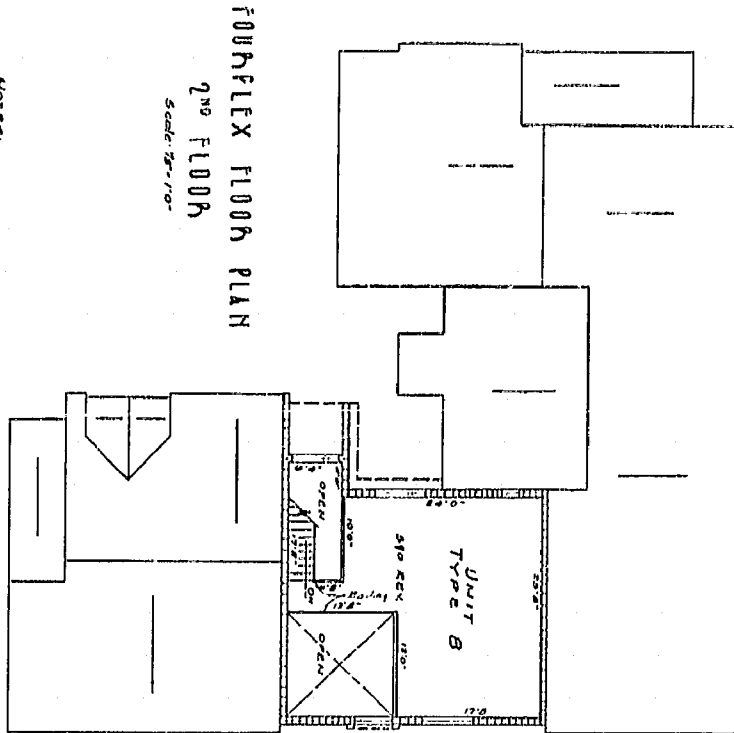
41115
55-46-0002

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
200 3RD STREET NORTH
ST. PETERSBURG, FLORIDA

SHEET 10 OF 13

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

CLUSTER HOMES I, A CONDOMINIUM
 A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PIKE-LAS COUNTY FLORIDA



FOURPLEX FLOOR PLAN
 2ND FLOOR
 Scale 1/8"=1'-0"

Notes:
 See Sheet 12 of 19 for
 Notes and Sheet 6 of
 19 for legend.

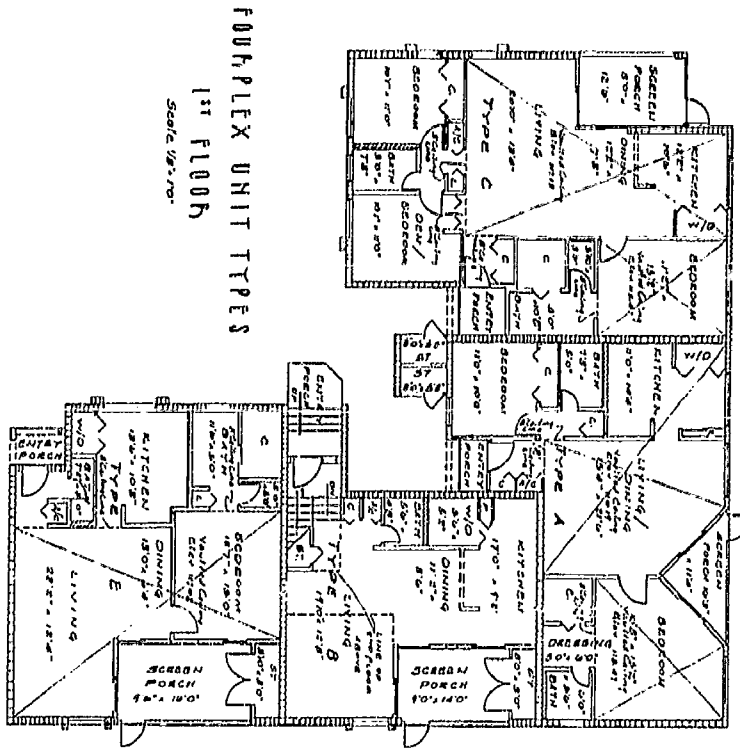
OFFICE OF
 GEORGE F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & LANDSCAPERS
 2700 BRICK BOULEVARD
 ST. PETERSBURG, FLORIDA

SHEET 12 OF 19

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF POOR QUAL-
 ITY AND MAY BE ILLEGIBLE.

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES 1, A CONDOMINIUM



FOURPLEX UNIT TYPES
1st FLOOR
Scale 1/8" = 1'-0"

NOTE:
See Sheet 12 of 19 for
2nd and 3rd floor
1st floor types.

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

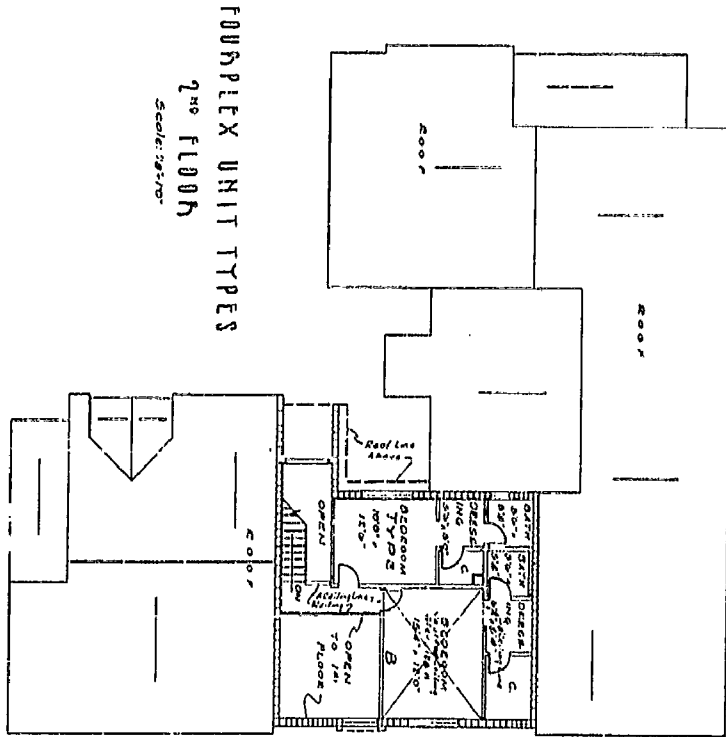
OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & ENVIRONMENTALISTS
200 3RD STREET NORTH
ST. PETERSBURG, FLORIDA

SHEET 26 OF 19

EXHIBIT B

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



DUPLIX UNIT TYPES

2ND FLOOR

Scale: 1/8" = 1'-0"

NOTE
See Sheet 2 of 19 for
notes and legend
of the legend

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
100 7th STREET NORTH
ST. PETERSBURG, FLORIDA

SHEET 19 OF 19

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Percentage Ownership of Common Elements

<u>UNIT TYPE</u>	<u>UNIT NUMBER</u>	<u>PERCENTAGE</u>
E	546	3.93
B	550	4.74
A	554	3.74
C	558	4.45
E	562	3.93
E	566	3.93
C	570	4.45
A	574	3.74
B	578	4.74
E	582	3.93
E	586	3.93
B	590	4.73
A	594	3.73
C	598	4.45
E	4901	3.93
E	4904	3.93
C	4905	4.45
C	4908	4.45
A	4909	3.74
A	4912	3.74
B	4913	4.74
B	4916	4.74
E	4917	3.93
E	4920	3.93

Formula to Determine Percentage Ownership

The percentage ownership of the Common Elements ("Percentage") assigned to each of the Units in the Condominium was computed based on the relative size of the Units. The square footage of each Unit was divided by the total square footage of all Units to obtain a percentage, which is approximately the Percentage set forth. Minor adjustments in the actual figures were required in order that the total Percentages for all Units equal to one hundred percent (100%). The formula just described shall be used to compute Percentages for all Units each time a phase is added to the Condominium. The resulting Percentages shall be set forth in the amendment to the Declaration of Condominium adding such phase. Page 2 hereof set forth the Percentage which is expected to be appurtenant to each Unit in the event all phases are added to the Condominium as described in Exhibit A. Developer has reserved the right to make such alterations in subsequent phases as may be permitted under the Condominium Act; therefore, the Percentages set forth at page 2 may vary slightly even if all phases are added to the Condominium.

Order: 5BZ4FJ223

- 3 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

EXHIBIT C

Document not for resale

HomeWiseDocs

SCHEDULE 1

EXHIBIT C

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Estimated Operating Budget for First Year¹

<u>Administration of the Association</u>	<u>Monthly</u>		<u>Annual</u>	
	<u>Existing Units</u>	<u>All Phases</u>	<u>Existing Units</u>	<u>All Phases</u>
Management Fee ²	\$488.00	\$705.50	\$5,865.60	\$8,466.00
Insurance	291.33	874.00	3,495.96	10,488.00
Professional Fee	18.75	30.00	225.00	360.00
Miscellaneous ³	8.35	20.08	100.20	240.96
Fees to Division & State	2.67	5.20	32.04	62.40
<u>Maintenance & Repair</u>				
Grounds	700.00	2,345.00	8,400.00	28,140.00
Maintenance Salaries	227.50	910.00	2,730.00	10,920.00
Pool	323.00	323.00	3,876.00	3,876.00
Building Supplies	17.50	70.00	210.00	840.00
Building Repairs	41.25	165.00	495.00	1,980.00
<u>Utilities</u>				
Electricity	61.50	246.00	738.00	2,952.00
Water & Sewer	161.75	647.00	1,941.00	7,764.00
Trash	163.00	652.00	1,956.00	7,824.00
Gas for Spa	200.00	200.00	2,400.00	2,400.00
<u>Rent for Recreational and Other Commonly Used Facilities</u>	N/A		N/A	
<u>Taxes upon Association⁴ Property</u>	N/A		N/A	
<u>Taxes upon Leased Areas</u>	N/A		N/A	
<u>Other Expenses</u>	N/A		N/A	
<u>Security Provision⁵</u>	N/A		N/A	
<u>Other Expenses</u>	N/A		N/A	
<u>Operating Capital</u>	N/A		N/A	
<u>Reserves⁶</u>	N/A		N/A	
<u>Expenses for⁷ a Unit Owner</u>				
Rent for the Unit	N/A		N/A	
Rent for any Recreational Lease	N/A		N/A	
TOTAL COMMON EXPENSES	\$2,705.40	\$7,192.78	\$32,464.80	\$86,313.36
ASSESSMENT OF COMMUNITY ASSOCIATION FOR EACH UNIT	\$18.38	\$18.28	\$219.36	\$219.36

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

EXHIBIT D

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

1. The budget is estimated and no allowances have been made for inflation. This budget shall be effective for a period of approximately twelve months beginning on the day of the recording the Declaration of Condominium for Cluster Homes I, A Condominium and ending on the last day of the same month in the succeeding year; provided, however, the Board may elect to continue the budget until the end of the Association's accounting year or may enact a new budget for said interim. For the second complete accounting year and thereafter, a budget will ordinarily be adopted for each accounting year. If the estimated expenses in certain categories of the budget are greater than the actual expenses incurred in those categories, then the excess will be used to offset deficits occurring in categories of the budget where actual expenses exceed the estimated expenses. Developer is required to provide a budget for the condominium as it would be upon completion of all phases, using current estimated expenses. These figures are provided in the columns captioned "All Phases."
2. The management fee expense is based on the contract fee of \$8.50 per month for each unit which has been sold and closed to an initial purchaser, with a minimum fee of \$350 plus \$5.70 for each closed unit.
3. An annual fee of \$20.00 is payable by the Association to Florida Secretary of State. An annual fee of .50¢ per unit is payable to the Division of Florida Land Sales and Condominiums of the Department of Business Regulation.
4. Common area ad valorem taxes are expected to be included by tax assessor's office in each unit's tax assessment and bill. Presently there is no separate tax bill for the Association. In the event ad valorem taxes or federal or state income taxes are hereafter levied or assessed against the Association property, said amount shall be added to the Operating Budget, and the unit owners shall be assessed their proportionate share.
5. The Community Association shall employ security personnel to man the front entrance guard house on a seven (7) days per week, twenty-four (24) hours per day basis. No additional security is being provided for the Condominium. The expenses for such security service is included in the budget of the Community Association.
6. The initial membership of the Association elected not to fund the reserves as permitted in Section 718.112(2)(k) of the Florida Statutes. Developer may continue to vote against all reserves and no collection shall be made for any reserve in any year that Developer owns 50% of the Units or more. The initial contribution fee paid by each initial purchaser of a condominium unit shall be held in a general reserve fund during the guarantee period set forth below. Thereafter, the funds shall be held, allocated or expended in the manner determined by the Board of Directors or the unit owners. Developer has shown, for purposes of illustration, amounts to be reserved on an annual and a monthly basis for capital expenditures and deferred maintenance. These amounts were computed by means of a formula based upon estimated life and estimated replacement cost of each reserve item.

ESTIMATED RESERVES

Roof Replacement

Estimated Replacement Value:	Approximately	\$224,100.00
Estimated Useful Life:	25 years	
Monthly:	\$ 747.00	
Annually:	\$8,964.00	

Exterior Painting

Estimated Cost:	Approximately	\$49,800.00
Estimated Useful Life:	5 years	
Monthly:	\$ 830.00	
Annually:	\$9,960.00	

Paving & Roads

Estimated Replacement Value:	Approximately	\$ 22,000.00
Estimated Useful Life:	20 years	
Monthly:	\$ 90.00	
Annually:	\$1,104.00	

NOTE: Because the reserve amounts set forth are estimates, Developer makes no representations that such reserves would be adequate for any repairs or replacements which may become necessary.

- The costs of private telephone, maintenance of the interior of the condominium unit, maid services, utility bills for utility services provided within the condominium unit, insurance premiums other than those incurred for policies obtained by the Association, and real estate taxes on the unit are personal expenses of the unit owner and are not part of the above budget.

GUARANTEE

Unless otherwise indicated, the budget items above are Association expenses collectible by assessments. Notwithstanding the budget figures for the Condominium, Developer hereby guarantees to each purchaser that the assessment for Common Expenses imposed upon each unit owner will not increase over the assessment which is projected to be imposed if all phases were included in the Condominium for the approximately twelve month period beginning on the date said Declaration of Condominium is recorded and continuing until the last day of the same month in the succeeding year (the "Initial Year"). Developer further guarantees that the assessment for the common expenses of the condominium imposed upon unit owners from the first day of the month following the Initial Year and through the remainder of the accounting year ending June 30, 1986, shall not increase if this initial budget is continued until the end of the accounting year as provided at Note 1 above, or, if a new budget is enacted, shall not increase over the following amounts: Unit Type A, \$89.33 monthly, \$1,071.96 annually; Unit Type B, \$113.33 monthly, \$1,359.96 annually; Unit Type C, \$106.54 monthly, \$1,278.48 annually; Unit Type E, \$94.21 monthly, \$1,130.52 annually. Provided, however, the guarantee period shall terminate prior to June 30, 1986 upon the occurrence of the date control of the Association is turned over to unit owners other than Developer, the date Developer notifies unit owners of its decision not to add additional phases to the Condominium or the date of recording the amendment to the Declaration of Condominium adding the amenities Phase to the Condominium, whichever first occurs. Developer obligates itself to pay any amount of Common Expenses incurred during said guarantee period not produced by the assessments at the guaranteed level receivable from other unit owners. In consideration of the foregoing, Developer shall be excused from payment of its share of the Common Expenses in respect to the units it owns in the condominium, during said guarantee period. The above provision is included herein pursuant to Section 718.116 (8)(b) of the Condominium Act and Subsection 17.12 of the Declaration of Condominium.

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Assessment to Each Condominium Unit
Based Upon Proposed Budgets

Based on the initial estimated operating budget for the Association, the assessments due from the Unit Owners are the amounts set forth in the columns captioned "Existing Condominium." The assessments which would be due under this initial estimated operating budget if all anticipated phases were added to the condominium are set forth in the columns captioned "All Phases." Until a new budget is enacted and during the guarantee period, as more fully described at page 4, Owners other than Developer shall be assessed the amount set forth in the deficits. The assessment of the Community Association for each Unit for the initial budget year shall be \$18.28 monthly, or \$219.36 annually, irregardless of whether only one or more phases comprise the Condominium.

EXISTING CONDOMINIUM
(Phases Milano and Andora)

Unit Type	Monthly			Annually		
	Condominium Association	Community Association	Total	Condominium Association	Community Association	Total
A	\$101.18	\$18.28	\$119.46	\$1,214.16	\$219.36	\$1,443.32
B	128.24	18.28	146.52	1,538.08	219.36	1,758.24
C	120.39	18.28	138.67	1,444.68	219.36	1,664.04
D	106.33	18.28	124.61	1,275.96	219.36	1,495.32

ALL PHASES

Unit Type	Monthly			Annually		
	Condominium Association	Community Association	Total	Condominium Association	Community Association	Total
A	\$77.68	\$18.28	\$ 95.96	\$ 932.16	\$219.36	\$1,151.52
B	98.55	18.28	116.83	1,182.60	219.36	1,401.96
C	92.65	18.28	110.93	1,111.80	219.36	1,331.16
D	81.93	18.28	100.21	983.16	219.36	1,202.52

40 Rec 30.00
41 St _____
42 Sur _____
43 Int _____
Tot 30.00 *PH*

85096922

RETURN TO: This instrument prepared by:
LINDA A. EARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CLUSTER HOMES I, A CONDOMINIUM

O.R. 5990 PAGE 56

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF CLUSTER HOMES I, A CONDOMINIUM (the "Third Amendment") is made this 9th day of May, 1985, by LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, the developers (hereinafter collectively referred to as the "Developer") of CLUSTER HOMES I, A CONDOMINIUM, (the "Condominium") with reference to the following facts:

RECITALS

A. The Declaration of Condominium for Cluster Homes, I, A Condominium (the "Declaration of Condominium"), was recorded on October 11, 1984, in Official Record book 5857, commencing at page 1871, and in Condominium Plat Book 79, Pages through 117, inclusive; the First Amendment thereto was recorded on October 29, 1984, in Official Record Book 5867, commencing at page 1308, and in Condominium Plat Book 80, at Page 19; and the Second Amendment thereto was recorded on April 8, 1985, in Official Record Book 5966, commencing at Page 320 and in Condominium Plat Book 83, Pages 88 through 96, inclusive; all of the Public Records for Pinellas County, Florida.

B. This Third Amendment to the Declaration of Condominium is made by Developer to include the surveyor's certificate showing substantial completion of Building N of the Condominium.

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Exhibit A to the Declaration of Condominium is hereby amended by the deletion of sheets 6, 12 and 13 of 19 and by the substitution, respectively, in their stead of the like numbered sheets contained in Exhibit A attached hereto and by this reference made a part hereof.

2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by the First Amendment, the Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Spinda A. Lifford

Lloyd E. Williams, Jr.
LLOYD E. WILLIAMS, JR., a venture
partner in Placido Bayou Joint
Venture

Bonnie R. West
As to Lloyd E. Williams

Condominium Plats Pertaining Hereto are filed in Condominium
Plat Book 84, Pages 41 through 42 inclusive.

Order: 5BZ4FJ223

Order Date: 04-01-2021

Document not for resale
HomeWiseDocs

Condominium Plat Pertaining Hereto Were Filed in Condominium Plat Book 79, Pages 109 through 117 inclusive, in Condominium Plat Book 80, Page 19, and in Condominium Plat Book 83, Pages 88 through 96 inclusive.

J.K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture

Linda A. Earle

By: Kenneth W. Hendrix
its President

Bonnie R. Hufferd
As to J.K. Financial Corpora-
tion

(CORPORATE SEAL)

Bonnie R. Hufferd

Robert P. Crisp
ROBERT P. CRISP, a venture partner
in Placido Bayou Joint Venture

Betty-Jane Lewis
As to Robert P. Crisp

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 9th day of MAY, 1985, by LLOYD E. WILLIAMS,
JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a
Florida joint venture.

Bonnie A. Cavel
Notary Public



(SEAL)

My Commission Expires: 3/15/89

Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENTS' NOTARY BROKERAGE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 9th day of May, 1985, by Kenneth W. Hendrix
the President of
J.K. FINANCIAL CORPORATION, a Florida corporation, on behalf of
the corporation, as a venture partner of PLACIDO BAYOU JOINT
VENTURE, a Florida joint venture.

Linda A. Earle
Notary Public



(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JAN. 24, 1986

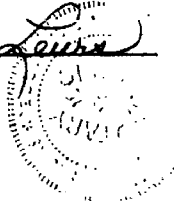
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 9TH day of MAY, 1985, by ROBERT P. CRISP, as
a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida
joint venture.

Betty-Jane Lewis
Notary Public

(SEAL)

My Commission Expires: Notary Public, State of Florida
My Commission Expires Feb. 13, 1986
Bounded Thru Tray Point - Insurance, Inc.



JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted herein for condominium ownership as an addition to Cluster Homes I, A Condominium, hereby consents to this Third Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857 at Page 1903 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 9th day of May, 1985.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized and
existing under the laws of the
United States of America

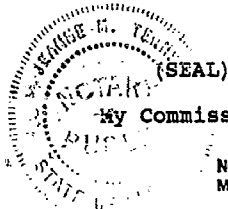
Dianna H. Smith
Jeanne M. Terns

By: Robert L. Heinchon
Its Senior Vice President

STATE OF PINELLAS)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 9th day of May, 1985, by ROBERT L. HEINCHON,
Senior Vice President of HOME FEDERAL BANK, F.S.B.

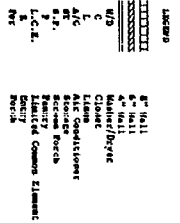
Jeanne M. Terns
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 3, 1988

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



celling, hatch, verter. See sheet 14 & 15 of 19 for first floor ceiling elevations, and sheet 13 & 19 of 19 for second floor ceiling elevations.

SHERMANT: city of St. Petersburg, No. 16, elevation 102.97, at the northeast corner of the intersection of Locust Street, Northeast and 42nd Avenue Northeast. Mean Sea Level = 97.00.

1 E. 4080 N. 23° 27'
 2 E. 2744 N. 38° 11' 10" E
 3 E. 4500 N. 41° 7'
 4 E. 3450 N. 40° 32' 42" W
 5 E. 2000 N. 41° 44'
 6 E. 1784 S. 03° 31' 14" W
 7 E. 1000 N. 44° 22'
 8 E. 2788 S. 46° 41' 11" W
 9 E. 600 N. 47° 58'
 10 E. 707 N. 71° 24' 50" W

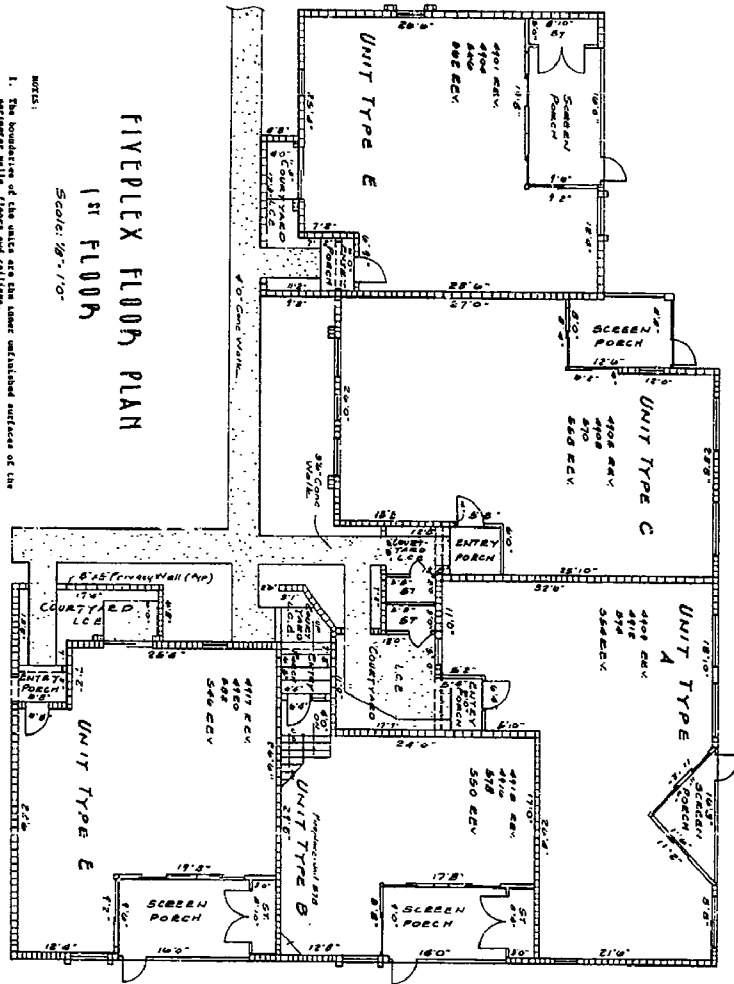
[illegible]

GEORGE F. YOUNG, INC.
Thomas J. Lee
 Florida Surveyor's Registration No. 3971

11-1-18
 22-1-18 000000
 SHEET 6 OF 19

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

CLUSTER HOMES I, A CONDOMINIUM
SECTION 6 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



FIVEPLEX FLOOR PLAN

1st FLOOR

Scale: 1/8" = 1'-0"

- NOTES:
1. The boundaries of the units are the same as the boundaries of the permanent walls, floors and ceilings.
 2. The plan as shown herein is a representation of a typical unit floor plan for the units as shown herein.
 3. All dimensions refer to the City of St. Petersburg, Fla. Mean Sea Level = 59.00 feet.
 4. All dimensions shown refer to inside dimensions of each unit except as noted.
 5. The typical floor plan as represented on sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

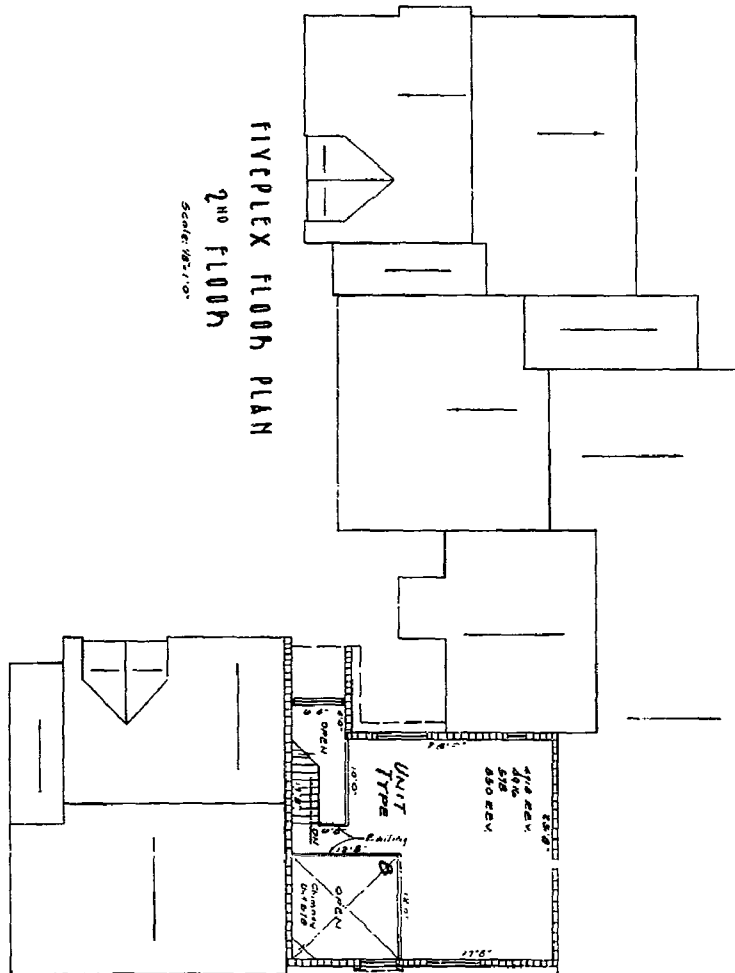
Notes:
See Sheet 6 of 18 for Legend.

OFFICE OF
GEORGE E. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
270 3rd STREET NORTH
ST. PETERSBURG, FLORIDA

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

SHEET 19 OF 19

CLUSTER HOMES I, A CONDOMINIUM
 A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINEHILLS COUNTY FLORIDA



NOTES:
 See Sheet 12 of 19 for
 details and sheet 13 of 19
 for legend

DESIGNED BY
 GEORGE F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 800 5TH STREET NORTH
 ST. PETERSBURG, FLORIDA

SHEET 13 OF 19

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF POOR QUAL-
 ITY AND MAY BE ILLEGIBLE.

40 Rec 38.00
41 St Plat. Sat.
42 Ser 25.00
43 Int 163.00
Tot 163.00

85104002

02/5895 PAGE 2045

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CLUSTER HOMES I, A CONDOMINIUM

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF CLUSTER HOMES I, A CONDOMINIUM (the "Third Amendment") is made this 17th day of May, 1985, by LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, the developers (hereinafter collectively referred to as the "Developer") of CLUSTER HOMES I, A CONDOMINIUM, (the "Condominium") with reference to the following facts:

RECITALS

A. The Declaration of Condominium for Cluster Homes, I, A Condominium (the "Declaration of Condominium"), was recorded on October 11, 1984, in Official Record Book 5857, commencing at page 1871, and in Condominium Plat Book 79, Pages through 117, inclusive; the First Amendment thereto was recorded on October 29, 1984, in Official Record Book 5867, commencing at page 1308, and in Condominium Plat Book 80, at Page 19; and the Second Amendment thereto was recorded on April 8, 1985, in Official Record Book 5966, commencing at Page 320 and in Condominium Plat Book 83, Pages 88 through 96, inclusive; and the Third Amendment thereto was recorded on May 10, 1985, in Official Record Book 5990, commencing at Page 56 and in Condominium Plat Book 84, Pages 41 through 43, inclusive, all of the Public Records for Pinellas County, Florida.

B. This Fourth Amendment to the Declaration of Condominium is made by Developer pursuant to Subsection 718.403(6) of the Florida Statutes and Subsection 30.03 of the Declaration of Condominium for the purpose of adding Phase Amenities to the Condominium. Additionally, pursuant to Subsection 718.110(2) of the Florida Statutes and Section 29.06 of the Declaration of Condominium, this Fourth Amendment deletes the reference, made in Exhibit A to the Declaration of Condominium, to a certain temporary utility easement which has been terminated, and includes such other amendments as were required to receive Condominium Project Approval from the Federal National Mortgage Association.

C. Phase Amenities contains a road, swimming pool, deck, spa and bathhouse; it does not contain any condominium units. The Condominium, after the recordation of this Third Amendment, shall continue to contain twenty-four (24) units.

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Developer, being the holders of the fee simple title to the real property described as Phase Amenities in Exhibit A attached to this Fourth Amendment, hereby states and declares that said real property, together with all improvements erected or to be erected thereon and all easements, rights and appurtenances belonging thereto, are submitted to the condominium form of ownership as an addition to Cluster Homes I, A Condominium pursuant to the requirements of Chapter 718 of the Florida Statutes.

2. Section 19 of the Declaration of Condominium is hereby amended in its entirety and shall hereafter read as follows:

RETURN TO:

This Instrument prepared by:
LINDA A. EARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731
Condominium Plats Pertaining Hereto are Filed in Condominium
Plat Book 84, Page 52.

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

Condominium Plat Pertaining Hereto Were Filed in Condominium Plat Book 79, Pages 109 through 117 inclusive, in Condominium Plat Book 80, Page 19, Condominium Plat Book 83, Pages 88 through 96 inclusive, and in Condominium Plat Book 84, Pages 41 through 43 inclusive.

FILED
CLERK OF DISTRICT COURT
MAY 20 4 30 PM '85
TALLAHASSEE, FLORIDA

"19. Sales, Rental, Lease or Transfer.

19.01 Prior to closing or other transfer of title whenever a Unit is to be sold or transferred and prior to occupancy whenever a Unit is to be rented or leased or otherwise occupied in the Owner's family's absence, the Unit Owner shall provide to the Association, in writing, notice of such intended sale, transfer, rental or lease and such other information as the Association shall request, which may include the following: the expected date of such transfer of title or occupancy; the name, age (if eighteen (18) years of age or younger), address and business telephone number of each prospective legal owner or occupant; the name and address of the mortgagee of the Unit, if any; a copy of lease; and a description of any pet which shall be living in the Unit; and any other information the Association may request to maintain accurate and complete records.

19.02 Within five (5) working days after receiving all of the requested information, the Association shall provide written certification to the Unit Owner and to the prospective transferee or occupant, as appropriate, acknowledging compliance with this Section. Additionally, such certification to a sale or other transfer of title shall be in proper recordable form, signed by any officer of the Association before two witnesses and acknowledged by said officer before a notary public. Any attempt to sell, transfer, rent or lease said Unit without such prior written certification of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent certification of the Association and certification of a subsequent sale, transfer, rental or lease shall validate any and all such prior transactions. Should the Board fail to act within the time stated above, the Board shall, nevertheless, thereafter prepare and deliver its written certification in the required form, and no conveyance of title or interest whatsoever shall be deemed valid without such certification. In the event a sale, transfer, lease or rental to a third party which has been certified is not ultimately consummated, the Unit Owner shall so notify the Board.

19.03 The sub-leasing or sub-renting of a Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof.

19.04 The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used or, in the alternative, Board approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, an entire Unit may be rented provided the occupancy is only by the lessee, his family, servants and guests. No individual rooms may be rented. No Unit Owner shall be permitted to rent or lease his Unit to any person or other legal entity for a period of less than four (4) months, for or without consideration. If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to stop such violation and prevent future violations, and the Unit Owner in violation of this Section shall pay all costs and attorney's fees that the Association may incur as a result of this litigation, including services rendered in any appel-

late action. All tenants will be required to abide by this Declaration, the Declaration of Covenants, the Bylaws, the bylaws of the Community Association, and the rules and regulations of the Association and the Community Association.

19.05 Anything in this Section 19 to the contrary notwithstanding, should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the Owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, shall have the unqualified right to obtain title, sell, lease or otherwise transfer said Parcel, including the fee ownership thereof, without obtaining written certification or lease approval from the Board. However, notice of transfer or occupancy should be provided to the Association in order to maintain accurate Association records. Such transferee or occupant shall be subject to the provisions of this Section in the same manner as any other Unit Owner.

19.06 This Section shall not be applicable to Developer, which is irrevocably empowered to sell, lease or rent Units to any lessees or purchasers. Developer may make such use of its Units and the Common Elements as may facilitate sales of said Units, including, but not limited to maintenance of sales office, display of sales signs, leasing said Units and showing the Units for sale to prospective purchasers. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer."

3. Section 28 of the Declaration of Condominium is hereby amended to include paragraph 28.01 (f), which paragraph shall read as follows:

"(f) amend the Declaration in any manner which would restrict the definition of "Mortgages" at Section 2 or would adversely affect the rights granted to Mortgages in Subsections 17.01, 17.11 or 19.05 or in this Section 28."

4. Section 28 of the Declaration of Condominium is hereby further amended to include paragraph 28.03(d), which paragraph shall read as follows:

"(d) any proposed action that requires the consent of a specified percentage of mortgage holders."

5. Exhibit A to the Declaration of Condominium is hereby amended by the deletion of sheet 1 of 19, by the substitution in its stead of sheet 1 of 19 contained in Exhibit B, attached hereto and by this reference made a part hereof, and by the addition of sheet 7 of 19 also contained in said Exhibit B.

6. Footnote 6 to the Estimated Operating Budget, located as Exhibit C to the Declaration of Condominium, is hereby amended in its entirety and shall hereafter read as follows:

"6. The initial membership of the Association elected not to fund reserves for the initial budget period as permitted in Section 718.112(2)(k) of the Florida Statutes. The initial contribution fee paid by each initial purchaser of a Condominium unit shall be held in a general reserve fund during the guarantee period set forth herein. Developer has shown, for

purposes of illustration, amounts to be reserved on an annual and a monthly basis for capital expenditures and deferred maintenance. These amounts were computed by means of a formula based upon estimated life and estimated replacement cost of each reserve item. Developer shall vote to include such reserves in all future budgets."

7. Section 1, of Article XVII of the Bylaws is hereby amended in its entirety and shall hereafter read as follows:

"1. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance covering all of the Common Elements, including the Limited Common Elements, and all other areas under the supervision of the Association and insuring the Association and the Unit Owners, as their interests appear, in an amount not less than \$1,000,000.00 for bodily injury and property damages for any single occurrence. Said insurance may include, but shall not be limited to, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall provide:

(a) A cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner;

(b) Coverage for any bodily injury and property damage that results from the operation, maintenance or use of the Common Elements;

(c) Coverage for any legal liability that results from law suits related to employment contracts in which the Association is a party, and;

(d) At least ten (10) days written notice to the Association before insurance coverage is cancelled or substantially modified."

8. Subsection 2(a) of Article XVII of the Bylaws is hereby amended in its entirety and shall hereafter read as follows:

"2. Hazard Insurance.

(a) The Association shall obtain hazard insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extend coverage endorsement and the standard "all risk" endorsement. Such insurance shall insure all insurable improvements comprising the Common Elements, including personal property owned by the Association, and such fixtures, installations or additions comprising the Units as may be required by law, in an amount equal to one hundred percent (100%) of the current replacement value, excluding land, foundations and excavations, as determined annually by the Board. Additionally if any of the real property comprising the Condominium or owned by the Association is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall obtain flood insurance covering the buildings and any other property located within the designated hazard area. The amount of insurance should be at least equal to the lesser of one hundred percent (100%) of the current replacement cost of all insured property or the maximum coverage available for such property under the National Flood Insurance Program. Any Unit Owner may, at his own expense, carry any and

all other insurance he deems advisable beyond that included in the policy carried by the Association. It shall not be the responsibility of the Association to obtain insurance coverage upon the personal property nor living expenses of any Unit Owner. Each Unit Owner may obtain additional insurance covering his real property interest at his own expense.

9. Subsection 2(b) of Article XVII of the Bylaws is hereby amended to include Paragraphs (7) and (8), which paragraphs shall hereafter read as follows:

"(7) Agreed amount and inflation guard endorsement; and

(8) Construction code endorsements, if there is a construction code provision that requires that changes to undamaged portions of a building even when only part of the Condominium is destroyed by an insured hazard."

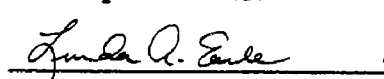
10. Section 10 of Article XVII of the Bylaws is hereby amended in its entirety and shall hereafter read as follows:


"10. Fidelity Bonds. The Association shall provide blanket fidelity bonds for all officers or directors who control or disburse funds of the Association, in the principal sum of not less than \$10,000.00 for each such officer or director. Such bonds shall name the Association as an obligee and shall include a provision that requires ten (10) days written notice to the Association before any bond can be cancelled or substantially modified for any reason. The fidelity bonds shall cover the maximum funds that will be in the custody of the Association at anytime while the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' Assessments on all Units plus the Association's reserve funds. The Association shall require any management agent that handles funds for the Association to be covered by its own fidelity bond."


11. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment.

IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:




LLOYD E. WILLIAMS, JR., a venture
partner in Placido Bayou Joint
Venture


As to Lloyd E. Williams

J.K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture

Maurice N. Knapp

By:

Its

President

Linda Q. Earle
As to J.K. Financial Corpora-
tion

(CORPORATE SEAL)

Betty-Jane Lewis

Robert P. Crisp
As to Robert P. Crisp

Robert P. Crisp, a venture partner
in Placido Bayou Joint Venture

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 16th day of MAY, 1985, by LLOYD E. WILLIAMS,
JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a
Florida joint venture.



Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989

Bonnie S. Carol
Notary Public

(SEAL)

My Commission Expires: 3/5/89

NOTARY PUBLIC, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 15th day of May, 1985, by Kenneth
Blutstein the President of
J.K. FINANCIAL CORPORATION, a Florida corporation, on behalf of
the corporation, as a venture partner of PLACIDO BAYOU JOINT
VENTURE, a Florida joint venture.

Maurice N. Knapp
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA }
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me
this 20TH day of MAY, 1985, by ROBERT P. CRISP, as
a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida
joint venture.



(SEAL)

Betty-Jane Leuss
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires Feb. 13, 1986
Revised John Terry Fink, Jr., Attorney, Inc.

JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted herein for condominium ownership as an addition to Cluster Homes I, A Condominium, hereby consents to this Fourth Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857 at Page 1903 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 16th day of May, 1985.

Signed, sealed and delivered in the presence of:

HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America

Walter J. Heinchon
Diana J. Heinchon

By: *Robert L. Heinchon*
Its Senior Vice President

STATE OF PINELLAS)
COUNTY OF PINELLAS)

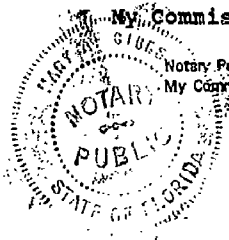
The foregoing instrument was acknowledged before me this 16th day of May, 1985, by ROBERT L. HEINCHON, Senior Vice President of HOME FEDERAL BANK, F.S.B.

Walter J. Heinchon
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JAN. 17, 1989



C. 5995 PAGE 2053

4 PHASE CONDOMINIUM SECTION 5 TOWNSHIP 38 SOUTH RANGE 17 EAST 52 PETERSBURG PINELLAS COUNTY FLORIDA

[illegible]

5/16/85

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
239 W. STATE ST. NORTH
ST. PETERSBURG, FLORIDA

I hereby certify that the survey represented herein meets the minimum requirements of Chapter 130-4, Florida Administrative Code. Not valid unless signed and embossed with seal.

SECRET 7 OF 10

40 Fee 17.00
41 St
42 Sur
43 Int
Tot 17.00

RECORDED
INDEXED
Karl F. DeB...

85133370

OR. 6021 PAGE 1745

Return to: This instrument prepared by:
LINDA A. EARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

**FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CLUSTER HOMES I, A CONDOMINIUM**

THIS FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF CLUSTER HOMES I, A CONDOMINIUM (the "Fifth Amendment") is made this 24th day of June, 1985, by LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, the developers (hereinafter collectively referred to as the "Developer") of CLUSTER HOMES I, A CONDOMINIUM, (the "Condominium") with reference to the following facts:

15 15713348 40 1. 27JN85
40 17.00
TOTAL 17.00 CHK

RECITALS

A. The Declaration of Condominium for Cluster Homes, I, A Condominium (the "Declaration of Condominium"), was recorded on October 11, 1984, in Official Record book 5857, commencing at page 1871, and in Condominium Plat Book 79, Pages 109 through 117, inclusive; the First Amendment thereto was recorded on October 29, 1984, in Official Record Book 5867, commencing at page 1308, and in Condominium Plat Book 80 at Page 19; and the Second Amendment thereto was recorded on April 8, 1985, in Official Record Book 5966, commencing at Page 320 and in Condominium Plat Book 83, Pages 88 through 96, inclusive; the Third Amendment thereto was recorded on May 10, 1985, in Official Record Book 5990, commencing at Page 56 and in Condominium Plat Book 84, Pages 41 through 43, inclusive; and the Fourth Amendment thereto was recorded on May 20, 1985 in Official Record Book 5995, commencing at Page 2045, and in Condominium Plat Book 84 at Page 52, all of the Public Records for Pinellas County, Florida.

B. This Fifth Amendment to the Declaration of Condominium is made by Developer pursuant to Subsection 718.110(2) of the Florida Statutes and Section 29.06 of the Declaration of Condominium in order to cause the assessment guarantee to conform with a prior amendment which was required to receive Condominium Project Approval from the Federal National Mortgage Association.

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Page 4 of the "Estimated Operating Budget for First Year for Cluster Homes I Condominium Association, Inc.," which budget is located as Exhibit C of Schedule 1 of the Declaration of Condominium, shall hereafter read as follows:

GUARANTEE

Unless otherwise indicated, the budget items above are Association expenses collectible by assessments. Notwithstanding the budget figures for existing phases, Developer hereby guarantees to each purchaser that the assessment for Common Expenses imposed upon each unit owner will not increase over the assessment which is projected to be imposed if all phases were included in the Condominium for the approximately twelve month period beginning on the date said Declaration of Condominium is recorded and continuing until the last day of the same month in the succeeding year (the "Initial Year") which shall end on October 31, 1985. Developer further guarantees that the assessment for the common expenses of the condominium imposed upon unit owners from the first day of the month following the Initial Year (November 1, 1985) and through the remainder of the accounting year ending June 30, 1986, shall not increase if this initial budget is continued until the end of the accounting year as provided at Note 1 above, or, if a new budget is enacted, shall

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

PAGES
★
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK

not increase over the following amounts: Unit Type A, \$89.33 monthly, \$1,071.96 annually; Unit Type B, \$113.33 monthly, \$1,359.96 annually; Unit Type C, \$106.54 monthly, \$1,278.48 annually; Unit Type E, \$94.21 monthly, \$1,130.52 annually. Provided, however, the guarantee period shall terminate prior to June 30, 1986 upon the occurrence of: (i) the date control of the Association is turned over to unit owners other than Developer, (ii) the date Developer notifies unit owners of its decision not to add additional phases to the Condominium, or (iii) the date of recording the amendment to the Declaration of Condominium adding the seventh phase to the Condominium, whichever first occurs. Developer obligates itself to pay any amount of Common Expenses incurred during said guarantee period not produced by the assessments at the guaranteed level receivable from other unit owners. In consideration of the foregoing, Developer shall be excused from payment of its share of the Common Expenses in respect to the units it owns in the Condominium, during said guarantee period. The above provision is included herein pursuant to Section 718.116 (8)(b) of the Condominium Act and Subsection 17.12 of the Declaration of Condominium.

2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment.

IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Brenda R. Hufford Lloyd E. Williams, Jr.
LLOYD E. WILLIAMS, JR., a venture
partner in Placido Bayou Joint
Venture

Brenda Kay Smith
As to Lloyd E. Williams

J.K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture

Samuel L. Law By: John E. Kearney
JCS President
Cori Langenkahn
As to J.K. Financial Corporation
(CORPORATE SEAL)

Betty-Jane Lewis
Robert P. Crisp
 As to Robert P. Crisp

ROBERT P. CRISP, a venture partner
 in Placido Bayou Joint Venture

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
 this 13th day of June, 1985, by LLOYD E. WILLIAMS,
 JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a
 Florida joint venture.

Brenda Kay Sweet
 Notary Public

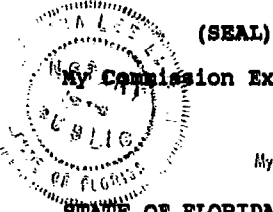


(SEAL)
 My Commission Expires: Notary Public, State of Florida at Large
 My Commission Expires SEPT. 25, 1988

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
 this 24th day of June, 1985, by John E. Kearney
 the President of
 J.K. FINANCIAL CORPORATION, a Florida corporation, on behalf of
 the corporation, as a venture partner of PLACIDO BAYOU JOINT
 VENTURE, a Florida joint venture.

James E. Lewis
 Notary Public

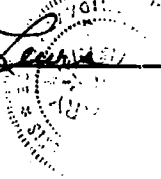


(SEAL)
 My Commission Expires:
 Notary Public, State of Florida
 My Commission Expires April 9, 1989
 Quinlan & Co. 11000 10th Avenue North, Inc.

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
 this 24th day of JUNE, 1985, by ROBERT P. CRISP, as
 a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida
 joint venture.

Betty-Jane Lewis
 Notary Public



(SEAL)
 My Commission Expires: Notary Public, State of Florida
 My Commission Expires Feb. 13, 1986
 Bonded Trust Corp. Insurance, Inc.

JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted for condominium ownership as Cluster Homes I, A Condominium, hereby consents to this Fifth Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857 at Page 1903 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 26th day of June, 1985.

Signed, sealed and delivered in the presence of:

HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America

Diana Krepp
Diana Krepp

By: Robert L. Heinchon
its Senior Vice President

STATE OF PINELLAS)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 1985, by ROBERT L. HEINCHON, Senior Vice President of HOME FEDERAL BANK, F.S.B.

Diana Krepp
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 3, 1988

Handwritten: *Robert W. Hendrickson*
CLEAN COPY
APR 8 4 27 PM '86

86073309

SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLUSTER HOMES I, A CONDOMINIUM

RETURN TO:

This instrument prepared by:
ROBERT W. HENDRICKSON, III
Attorney at Law
GREENE & MASIKY, P.A.
P.O. Box 3642
St. Petersburg, Florida 33731

O.R. 6202 PAGE 559

This Sixth Amendment to Declaration of Condominium for Cluster Homes I, A Condominium (the "Sixth Amendment"), is made this 3rd day of March, 1986, by LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida Corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida Joint Venture, the Developers (hereinafter collectively referred to as the "Developer") of Cluster Homes I, a Condominium (the "Condominium") with reference to the following facts:

RECITALS:

A. The Declaration of Condominium for Cluster Homes I, a Condominium (the "Declaration of Condominium") was recorded on October 11, 1984, in Official Records Book 5857, commencing at Page 1871; the First Amendment thereto having been recorded on October 29, 1984, in Official Records Book 5867, commencing at page 1308; the Second Amendment thereto having been recorded on April 8, 1985 in Official Records Book 5966, commencing at page 320; the Third Amendment thereto having been recorded on May 10, 1985, in Official Records Book 5990, commencing at page 56; the Fourth Amendment thereto having been recorded on May 20, 1985, in Official Records Book 5995, commencing at page 2045; and the Fifth Amendment thereto having been recorded on June 27, 1985, in Official Records Book 6021, commencing at page 1745, all of the Public Records of Pinellas County, Florida.

B. The condominium plat for Cluster Homes I, a Condominium (the "Plat") was recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; the First Amendment thereto having been recorded on October 11, 1984, in Condominium Plat Book 80, page 19; the Second Amendment thereto having been recorded on April 8, 1985, in Condominium Plat Book 83, pages 88 through 96, inclusive; the Third Amendment thereto having been recorded on May 10, 1985, in Condominium Plat Book 84, pages 41 through 43, inclusive; and the Fourth Amendment thereto having been recorded on May 20, 1985, in Condominium Plat Book 84, page 52, all of the Public Records of Pinellas County, Florida.

C. This Sixth Amendment is made by Developer pursuant to subsection 718.403(6), Florida Statutes (1984), and Section 30 of the Declaration of Condominium for the purpose of adding Phase Napoli to the Condominium.

D. Phase Napoli consists of two (2) five unit buildings and one (1) four unit building. The Condominium, by the recordation of this Sixth Amendment, shall hereafter contain thirty-eight (38) units.

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Developer, being the holder of fee simple title to the real property described as Phase Napoli in Exhibit A attached to this Sixth Amendment, hereby states and declares that said real property, together with all improvements erected or to be erected thereon and all easements, rights and appurtenances belonging thereto, are submitted to the condominium form of ownership as an addition to Cluster Homes I, a Condominium, pursuant to the requirements of Chapter 718 of the Florida Statutes.

01 Cnsh 11 Chg
40 Pnc 59.00
41 DS
43 Int

Tot

59.00

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; as amended in Plat Book 80, page 19; Plat Book 83, page 88; Plat Book 84, page 41; Plat Book 84, page 52; and Plat Book 84, page 52. 1-9

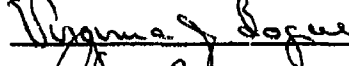

2. Exhibit A to the Declaration of Condominium is hereby amended to include sheets 8, 12A, 13A, 14A, 15A, 16A, 17A, 18A and 19A, attached hereto as Exhibit B, said additional sheets shall be inserted in Exhibit A by consecutive numbers.


3. Exhibit A to the Declaration of Condominium, as amended by paragraph 2 above, sufficiently identifies each unit within the land added to the Condominium by this Sixth Amendment to ensure that no unit in the Condominium, including said additional land, will bear the same designation as any other unit.

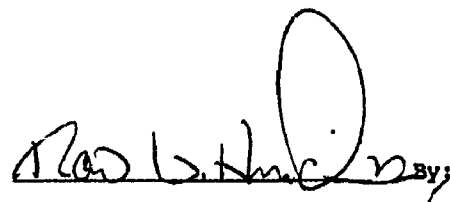
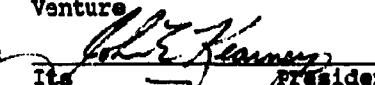
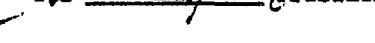
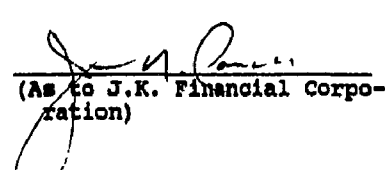
4. The undivided share in the common elements appurtenant to each unit in the Condominium, stated as a percentage, shall hereafter be as set forth in Exhibit C attached hereto, and Exhibit B to the Declaration of Condominium is hereby amended accordingly. The percentages set forth in Exhibit C have been determined in conformance with the manner of allocation set forth in the Declaration of Condominium. The owner or owners of each unit in the Condominium will share in the common expenses and own the common surplus in the same share as their respective ownership interest in the common elements.

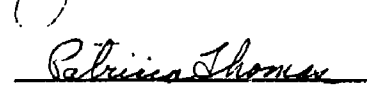

5. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions as set forth in the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this Sixth Amendment and the First through Fifth Amendments to Declaration of Condominium described in the Recitals set forth above.


IN WITNESS WHEREOF, LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida Corporation, and ROBERT P. CRISP doing business as PLACIDO BAYOU JOINT VENTURE, a Florida Joint Venture, have hereunto set their hand and seal on the day and year first above written.



 (As to Lloyd E. Williams, Jr.)


 LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou Joint Venture

 By: 
 Its  President
 (CORPORATE SEAL)

 (As to J.K. Financial Corporation)



 (As to Robert P. Crisp)


 ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27 day of February, 1986, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.



Patricia Loman
Notary Public

Notary Public, State of Florida
My Commission Expires: My Commission Expires March 26, 1987
Bounded This Tray Form - Instructions, Inc.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

²⁸ The foregoing instrument was acknowledged before me this 28 day of February, 1986, by John E. Kestner, the President of J.R. FINANCIAL CORPORATION, a Florida corporation, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.



Patricia Loman
Notary Public

Notary Public, State of Florida at Large
My Commission Expires AUG. 19, 1987

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27 day of February, 1986, by ROBERT P. CRISP, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.



Patricia Loman
Notary Public

Notary Public, State of Florida
My Commission Expires: My Commission Expires March 26, 1987
Bounded This Tray Form - Instructions, Inc.

JOINDER OF CONSTRUCTION MORTGAGE

The Mortgage, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted for condominium ownership as Cluster Homes I, A Condominium, hereby consents to this Sixth Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgage to the Declaration of Condominium recorded in Official Record Book 5857, Page 1903, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 19th day of March, 1986.

Signed, sealed and delivered HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America in the presence:

Debra C. Bullington By: Robert L. Heinichon
Its Senior Vice President
Debra C. Bullington

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by ROBERT L. HEINICHON, Senior Vice President of HOME FEDERAL BANK, F.S.B.

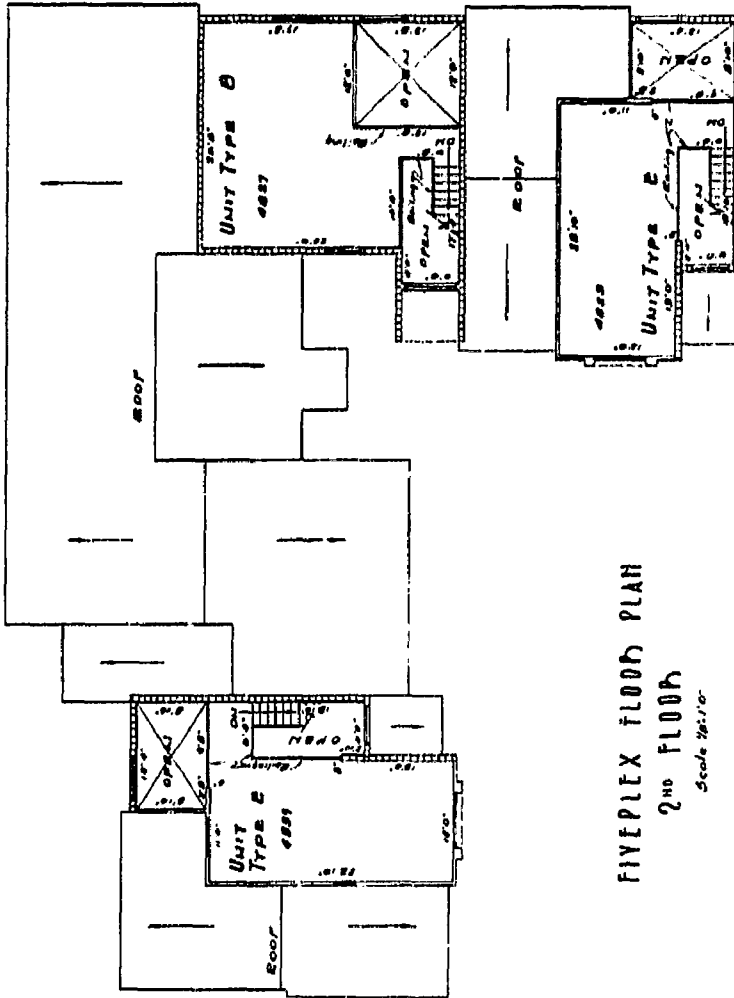
Debra C. Bullington
Notary Public



Notary Public, State of Florida at Large
My Commission Expires: DEC. 15, 1989

CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM . SECTION 5 . TOWNSHIP 31 SOUTH . RANGE 17 EAST . ST. PETERSBURG . PINELLAS COUNTY . FLORIDA



FIVEPLEX FLOOR PLAN
2ND FLOOR

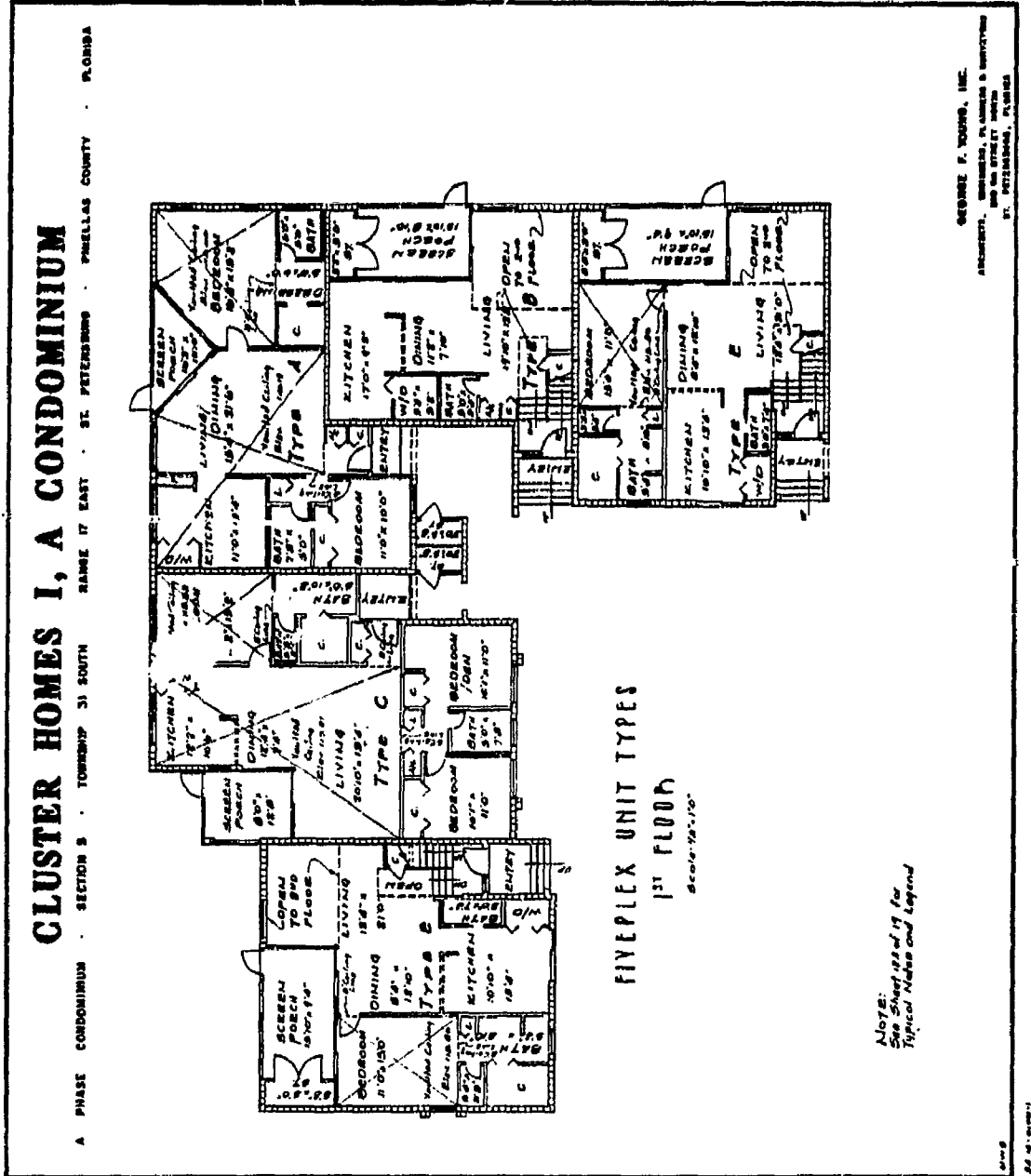
Scale 1/8" = 1'-0"

NOTE:
See Schedule of 19 for
Typical Notes and Legend.

GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
200 1ST STREET, SUITE 200
ST. PETERSBURG, FLORIDA 33701

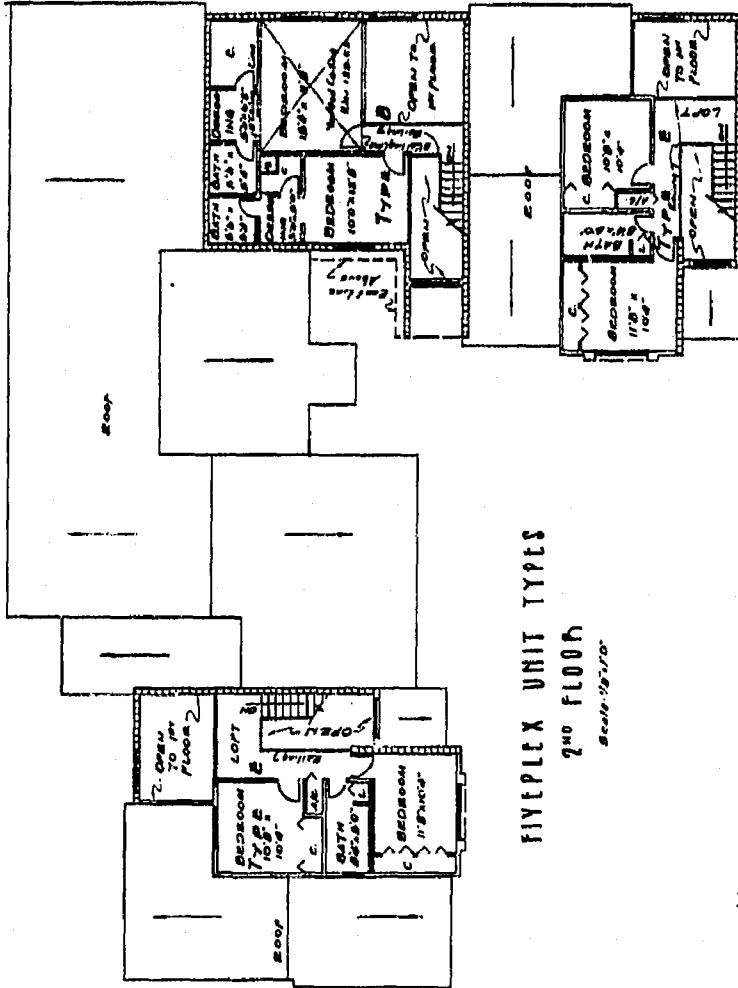
5/21/2021

5/21/2021



CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM - SECTION 5 - TOWNSHIP 31 SOUTH - RANGE 17 EAST - 3E PETERSBURG - PINELLAS COUNTY - FLORIDA



FIVEPLEX UNIT TYPES

2ND FLOOR

Scale: 1/8"=1'-0"

Note:
See sheet 24 of 19 for
Typical Notes and Legend

GEORGE F. YOUNG, INC.

ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1001 W. 1ST STREET, SUITE 100
PETERSBURG, FLORIDA

Sheet 02 of 19

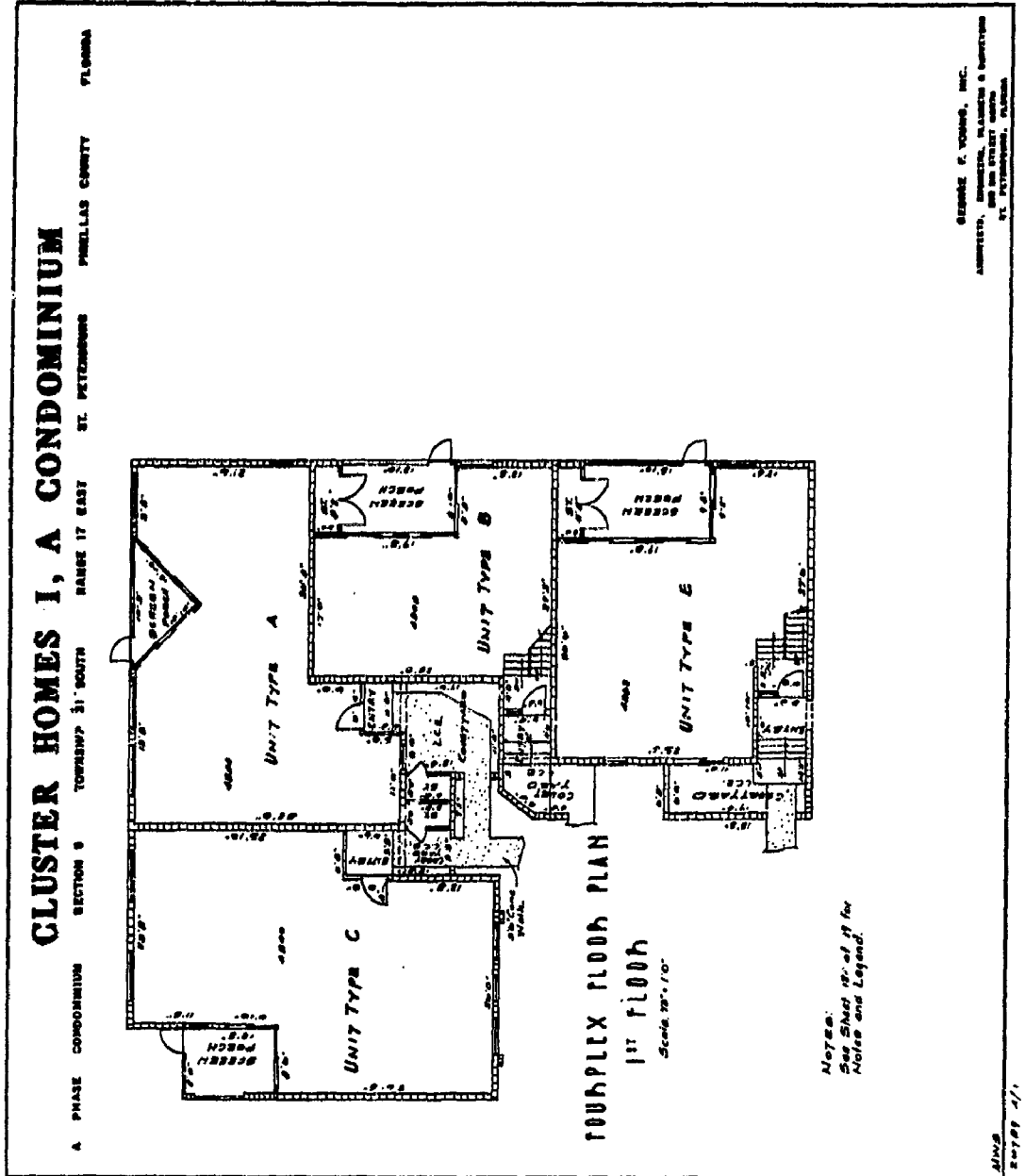


EXHIBIT "B"
Page 6 of 9

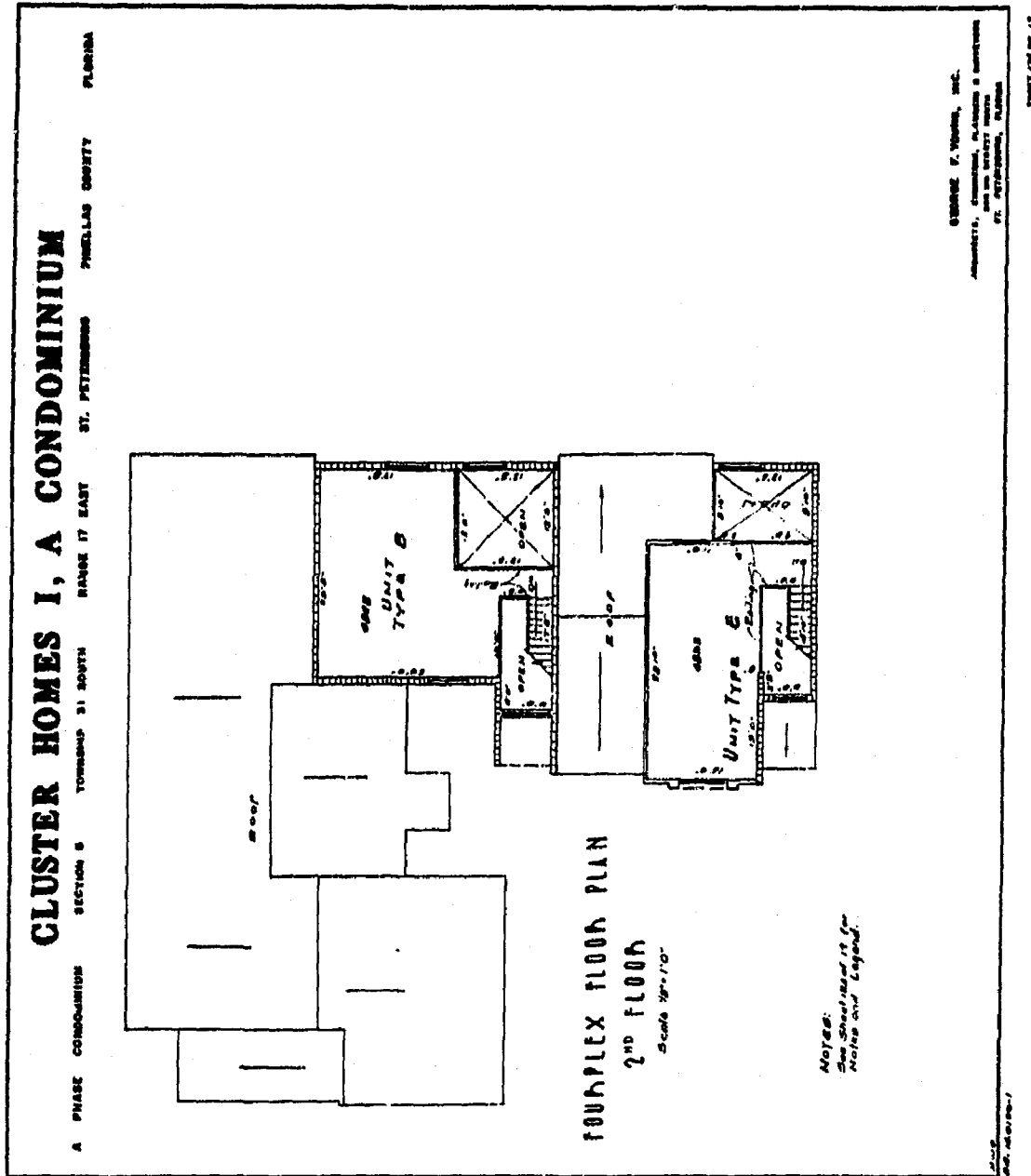
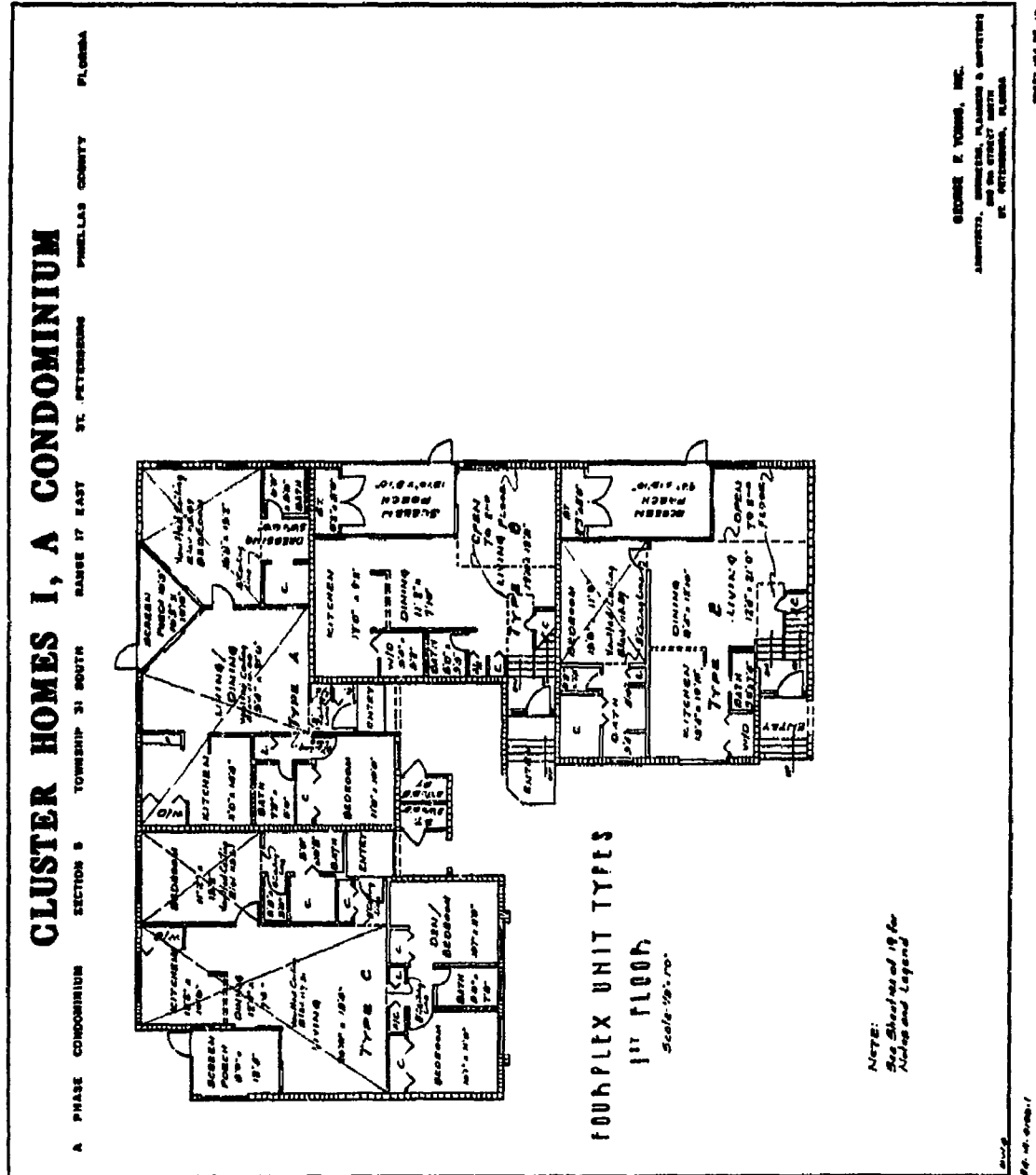
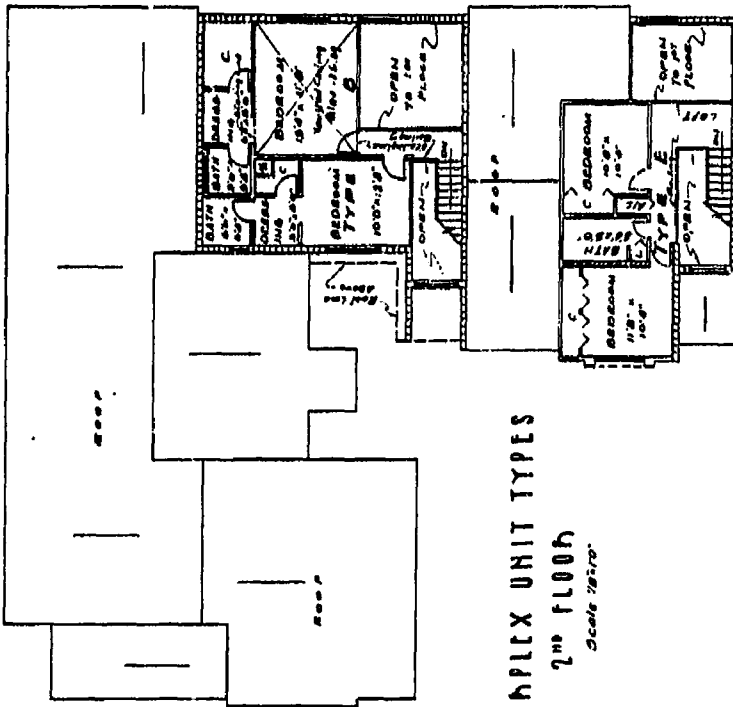


EXHIBIT "B"
Page 7 of 9



CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM SECTION 8 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



FOURPLEX UNIT TYPES

2ND FLOOR
Scale 1/8" = 1'-0"

NOTE:
See Schedule of
Notes and Legend

DESIGNED BY: J. YOUNG, INC.
ARCHITECTS, PLANNERS & ENGINEERS
1000 1ST ST. N. ST. PETERSBURG, FLORIDA 33701

Sheet A-1 of 14

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Percentage Ownership of Common Elements

Phases Milano, Andorra, & Napoli

<u>Unit No.</u>	<u>Percentage</u>
546	2.36
550	2.85
554	2.25
558	2.67
562	2.36
566	2.36
570	2.67
574	2.25
578	2.85
582	2.36
586	2.36
590	2.85
594	2.25
598	2.67
4823	3.32
4827	2.85
4831	2.25
4835	2.67
4839	3.32
4840	2.67
4843	3.32
4844	2.25
4847	2.67
4848	2.85
4851	2.25
4852	3.32
4855	2.85
4859	3.32
4901	2.36
4904	2.36
4905	2.67
4908	2.67
4909	2.25
4912	2.25
4913	2.85
4916	2.85
4917	2.36
4920	2.36
<hr/>	
100.00%	

Formula to Determine Percentage Ownership

The percentage ownership of the Common Elements ("Percentage") assigned to each of the thirty-eight (38) Units in the Condominium comprising Phases Milano, Andorra, and Napoli was computed based on the relative size of the Units. The square footage of each Unit was divided by the total square footage of all Units to obtain a percentage, which is approximately the Percentage set forth above. Minor adjustments in the actual figures were required in order that the total Percentages for all Units equal one hundred percent (100%). The same formula shall be used to compute Percentages for all Units in the event additional phases are added to the Condominium. The resulting Percentages shall be set forth in an amendment to the Declaration of Condominium adding each phase.

Exhibit C

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

86131822

RETURN TO:

This instrument prepared by
 ROBERT W. HENNINGSON, Jr.
 Attorney at Law
 GREENE & MASARY, P.A.
 P.O. Box 3542
 St. Petersburg, Florida 33731

SEVENTH AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 FOR
 CLUSTER HOMES I, A CONDOMINIUM

O.R. 6249 PAGE 1580

This Seventh Amendment to Declaration of Condominium for Cluster Homes I, A Condominium (the "Seventh Amendment"), is made this 11th day of May, 1986, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, the successor Developer (hereinafter referred to as the "Developer") of Cluster Homes I, a Condominium (the "Condominium") with reference to the following facts:

RECITALS:

A. The Declaration of Condominium for Cluster Homes I, a Condominium (the "Declaration of Condominium") was recorded on October 11, 1984, in Official Records Book 5857, commencing at Page 1871; the First Amendment thereto having been recorded on October 29, 1984, in Official Records Book 5867, commencing at page 1308; the Second Amendment thereto having been recorded on April 8, 1985 in Official Records Book 5966, commencing at page 320; the Third Amendment thereto having been recorded on May 10, 1985, in Official Records Book 5990, commencing at page 56; the Fourth Amendment thereto having been recorded on May 20, 1985, in Official Records Book 5995, commencing at page 2045; and the Fifth Amendment thereto having been recorded on June 27, 1985, in Official Records Book 6021, commencing at page 1745; the Sixth Amendment thereto having been recorded on April 8, 1986, in Official Records Book 6202, commencing at page 559, all of the Public Records of Pinellas County, Florida.

B. The condominium plat for Cluster Homes I, a Condominium (the "Plat") was recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; the First Amendment thereto having been recorded on October 11, 1984, in Condominium Plat Book 80, page 19; the Second Amendment thereto having been recorded on April 8, 1985, in Condominium Plat Book 83, pages 88 through 96, inclusive; the Third Amendment thereto having been recorded on May 10, 1985, in Condominium Plat Book 84, pages 41 through 43, inclusive; the Fourth Amendment thereto having been recorded on May 20, 1985, in Condominium Plat Book 84, page 52; the Fifth Amendment thereto having been recorded on April 8, 1986, in Condominium Plat Book 91, pages 1 through 9, inclusive, all of the Public Records of Pinellas County, Florida.

C. This Seventh Amendment is made by Developer pursuant to Subsection 29.06 of the Declaration of Condominium for the purpose of complying with the requirements of Section 718.303(3), Florida Statutes (1985).

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Subsection 17.05 of the Declaration is hereby deleted in its entirety, and the following subsection is substituted in its place and stead;

17.05 The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, with interest thereon, until paid. The lien shall also secure any legal costs incurred as set forth below. Such liens shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due dates. The lien shall continue in effect until all sums secured by it shall have been fully paid except that no such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, interest, costs

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; as amended in Plat Book 80, page 19; Plat Book 83, page 88; Plat Book 84, page 41; Plat Book 84, page 52; and Plat Book 91, pages 1 through 9.

2-22-86
 R. W. Henningson, Jr.
 Attorney at Law

5-15-86
 R. W. Henningson, Jr.
 Attorney at Law

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

and attorneys' fees which are due and which may accrue subsequent to the claim of lien and prior to the entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of recording of the claim of lien, including the lien of a Mortgage.

The Association may bring an action in its name to foreclose such lien in the manner a mortgage on real property is foreclosed, as more fully set forth in Section 718.116 of the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest thereon, without waiving any claim of lien. Under either action, the defendant shall pay the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association and incident to the collection of such Assessments or enforcement of such lien, including legal services rendered prior to any litigation, during trial, upon any appeal, post judgment and bankruptcy proceedings. As used herein, reasonable attorneys' fees shall be deemed to mean such reasonable sums as a court might award but in any event not less than One Hundred Fifty Dollars (\$150.00) if any action is actually filed on behalf of the Association.

5. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions as set forth in the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this Seventh Amendment and the First through Sixth Amendments to Declaration of Condominium described in the Recitals set forth above.

IN WITNESS WHEREOF, FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, has caused this Seventh Amendment to be executed on its behalf the day and year first above written.

Signed, sealed and delivered FASHION CRAFT HOMES NO. 1, INC., a
in the presence of: Florida corporation

Robert H. Hurd By: Walter F. Larson
Its President

Mary K. Hurd
(As to Fashion Craft Homes
No. 1, Inc.)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 11th day of May, 1986, by WALTER F. LARSON
tho Walter F. Larson President of FASHION
CRAFT HOMES NO. 1, INC., a Florida corporation.

Mary K. Hurd
Notary Public

(SEAL)

My Commission Expires:

Notary Public
Mary K. Hurd

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

JOINDER OF CONSTRUCTION MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted for condominium ownership as Cluster Homes I, A Condominium, hereby consents to this Seventh Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857, Page 1903, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 21st day of May, 1986.

Signed, sealed and delivered
in the presence:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of the
United States of America

Robert L. Heinichon
Robert L. Heinichon

By: Robert L. Heinichon
Its Senior Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 21st day of May, 1986, by ROBERT L. HEINICHON, Senior Vice President of HOME FEDERAL BANK, F.S.B.

Robert L. Heinichon
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida, No. 11,111
My Commission Expires NOV. 2, 1991

01 Cash 11 Chg
 40 Rec 33.00
 41 DS
 43 Int
 Tot 33.00

87049624

ROBERT W. HANCOCK, JR.
 Attorney at Law
 GREENE & MANCINI, P.A.
 P.O. Box 2732
 St. Petersburg, Florida 33731

RETURN TO:

**EIGHTH AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 FOR**

CLUSTER HOMES I, A CONDOMINIUM O.R. 6436 PAGE 707

This Eighth Amendment to Declaration of Condominium for Cluster Homes I, A Condominium (the "Eighth Amendment"), is made this _____ day of February, 1987, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, the successor Developer (hereinafter referred to as the "Developer") of Cluster Homes I, a Condominium (the "Condominium") with reference to the following facts:

RECITALS:

A. The Declaration of Condominium for Cluster Homes I, a Condominium (the "Declaration of Condominium") was recorded on October 11, 1984, in Official Records Book 5857, commencing at Page 1871; the First Amendment thereto having been recorded on October 29, 1984, in Official Records Book 5867, commencing at page 1308; the Second Amendment thereto having been recorded on April 8, 1985 in Official Records Book 5966, commencing at page 320; the Third Amendment thereto having been recorded on May 10, 1985, in Official Records Book 5990, commencing at page 56; the Fourth Amendment thereto having been recorded on May 20, 1985, in Official Records Book 5995, commencing at page 2045; and the Fifth Amendment thereto having been recorded on June 27, 1985, in Official Records Book 6021, commencing at page 1745; the Sixth Amendment thereto having been recorded on April 8, 1986, in Official Records Book 6202, commencing at page 559; the Seventh Amendment thereto having been recorded on June 16, 1986, in Official Records Book 6249, at page 1580, all of the Public Records of Pinellas County, Florida.

B. The condominium plat for Cluster Homes I, a Condominium (the "Plat") was recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; the First Amendment thereto having been recorded on October 11, 1984, in Condominium Plat Book 80, page 19; the Second Amendment thereto having been recorded on April 8, 1985, in Condominium Plat Book 83, pages 88 through 96, inclusive; the Third Amendment thereto having been recorded on May 10, 1985, in Condominium Plat Book 84, pages 41 through 43, inclusive; the Fourth Amendment thereto having been recorded on May 20, 1985, in Condominium Plat Book 84, page 52; the Fifth Amendment thereto having been recorded on April 8, 1986, in Condominium Plat Book 91, pages 1 through 9, inclusive, all of the Public Records of Pinellas County, Florida.

C. This Eighth Amendment is made by Developer pursuant to Section 718.104(4)(e), Florida Statutes (1986), for the purpose of providing a surveyor's certificate of substantial completion for Building P located within Phase Napoli of the Condominium. (Phase Napoli was previously submitted to condominium ownership by the Sixth Amendment to Declaration of Condominium, as more fully described above.)

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Exhibit A to the Declaration of Condominium is hereby amended to include sheets 8A, 12B, 13B, 14B, and 15B, attached hereto as Exhibit 1, said additional sheets to be inserted in Exhibit A by consecutive numbers and letters.

2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions as set forth in the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this Eighth Amendment and the First through Seventh Amendments to Declaration of Condominium described in the Recitals set forth above.

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; as amended in Plat Book 80, page 19; Plat Book 83, page 88; Plat Book 84, page 41; Plat Book 84, page 52; Plat Book 91, pages 1 through 9, inclusive, and Plat Book 94, pages 79 through 83.

IN WITNESS WHEREOF, FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, has caused this Eighth Amendment to be executed on its behalf the day and year first above written.

Signed, sealed and delivered FASHION CRAFT HOMES NO. 1, INC., a
in the presence of: Florida corporation

Dura J. Scroggins
Rob L. Hink
(As to Fashion Craft Homes
No. 1, Inc.)

By: Walter L. Hanson
Its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 12 day of February, 1987, by Walter L. Hanson
the President of FASHION
CRAFT HOMES NO. 1, INC., a Florida corporation.

Dura J. Scroggins
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires 01-01-1990

JOINDER OF CONSTRUCTION MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted for condominium ownership as Cluster Homes I, A Condominium, hereby consents to this Eighth Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857, Page 1903, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 25th day of February, 1987.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of the
United States of America

Cresley A. Mancoske
Betty L. L. L. L.

By: Robert L. Heinchon
Its Senior Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

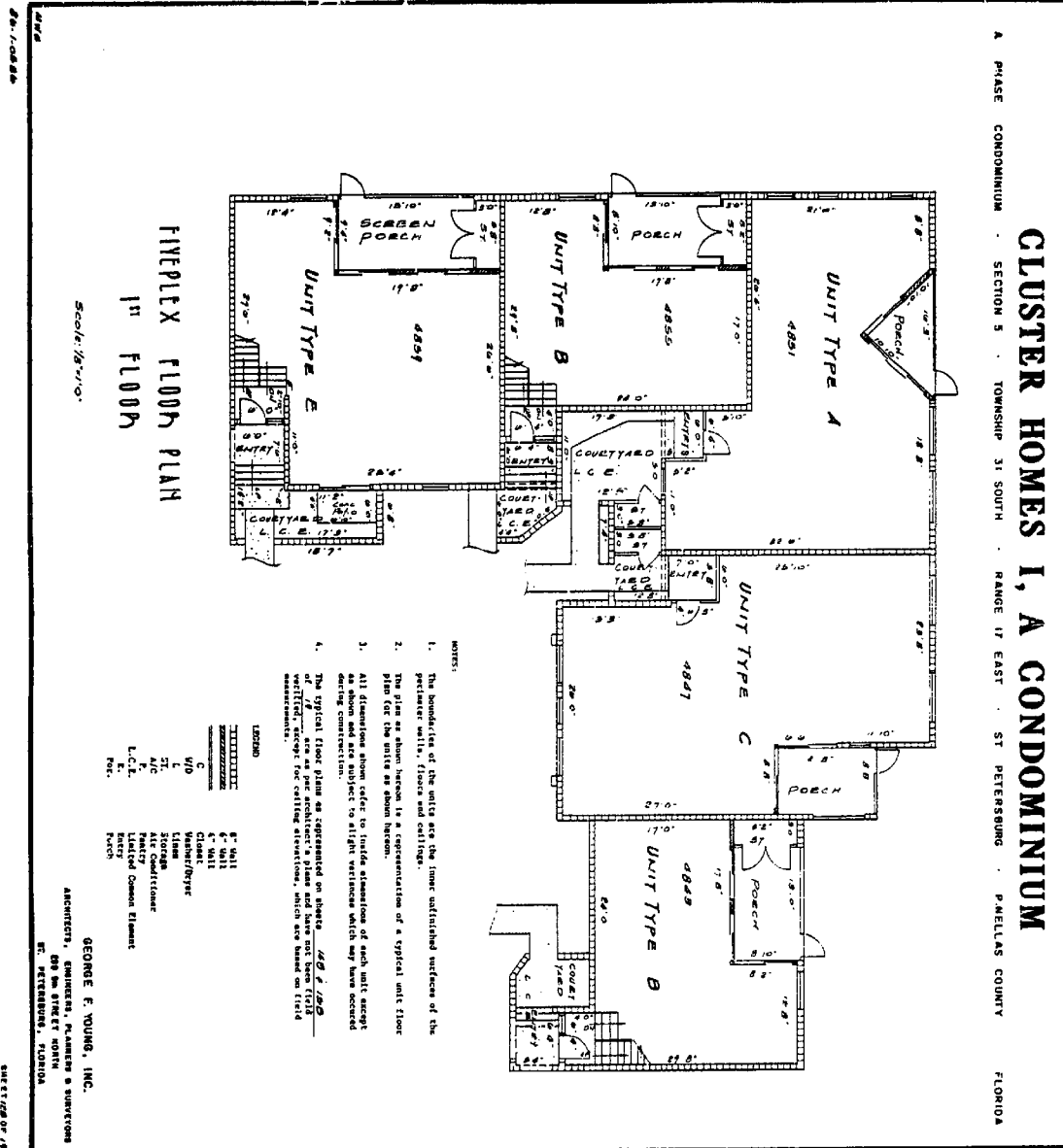
The foregoing instrument was acknowledged before me
this 25th day of February, 1987, by ROBERT L. HEINCHON, Senior
Vice President of HOME FEDERAL BANK OF FLORIDA, F.S.B.

Robert L. Heinchon
Notary Public

(SEAL)

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires NOV. 9, 1989

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

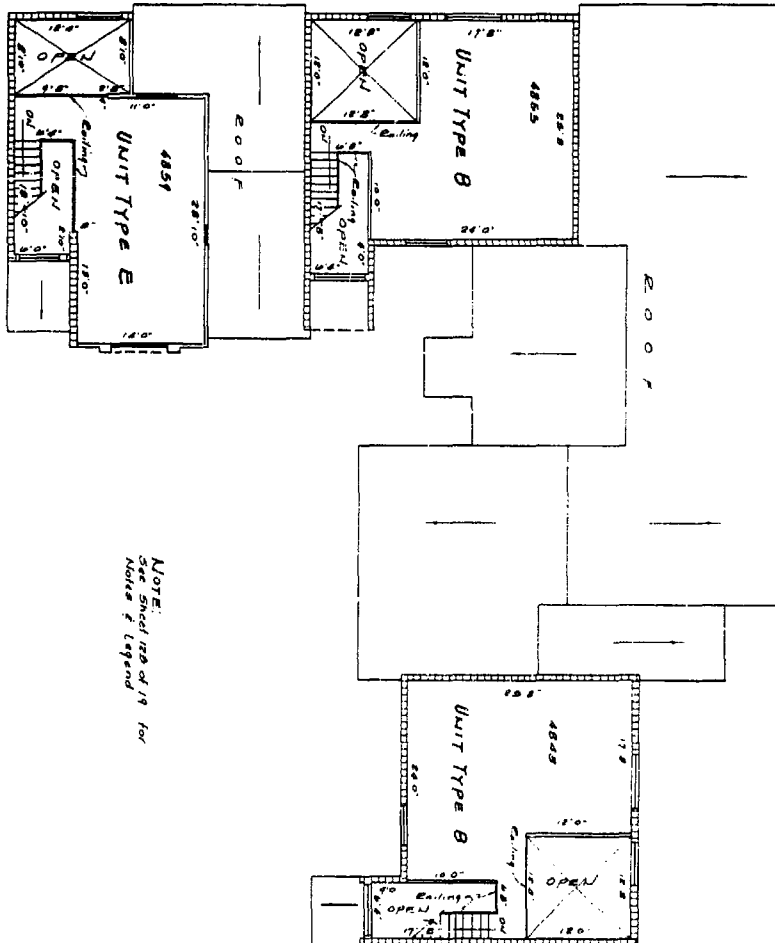


A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 21 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM

FIVEPLEX FLOOR PLAN 2ND FLOOR

Scale 1/8"=1'-0"

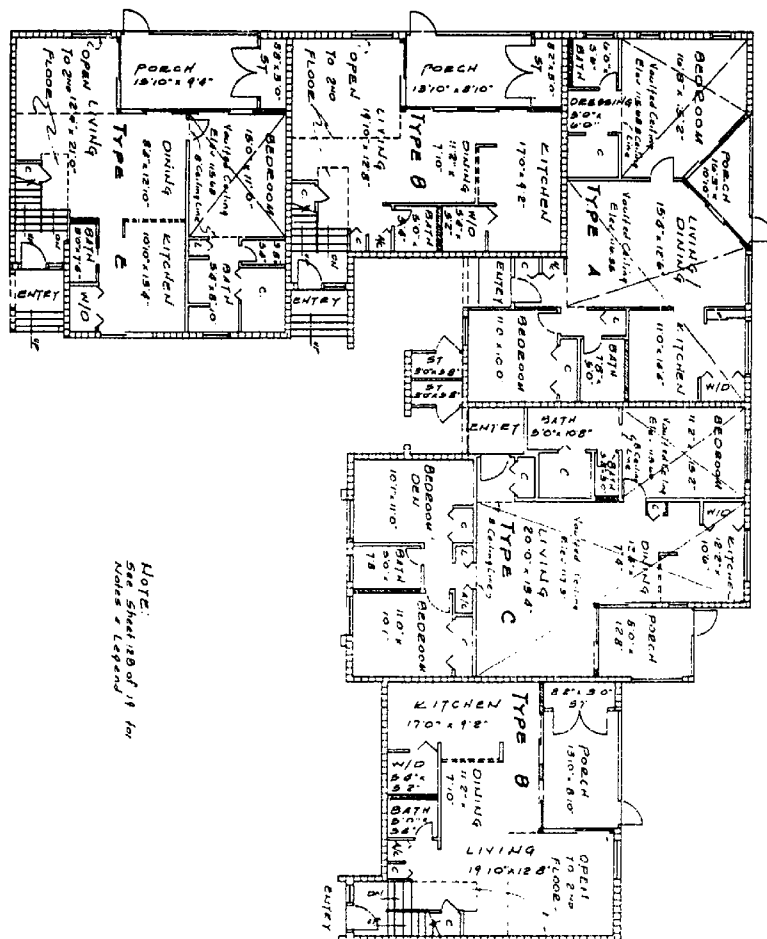


NOTE:
This plan is for a 19-unit building.
Not to be used for a 19-unit building.

GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
400 1st STREET NORTH
ST. PETERSBURG, FLORIDA

CLUSTER HOMES I, A CONDOMINIUM

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



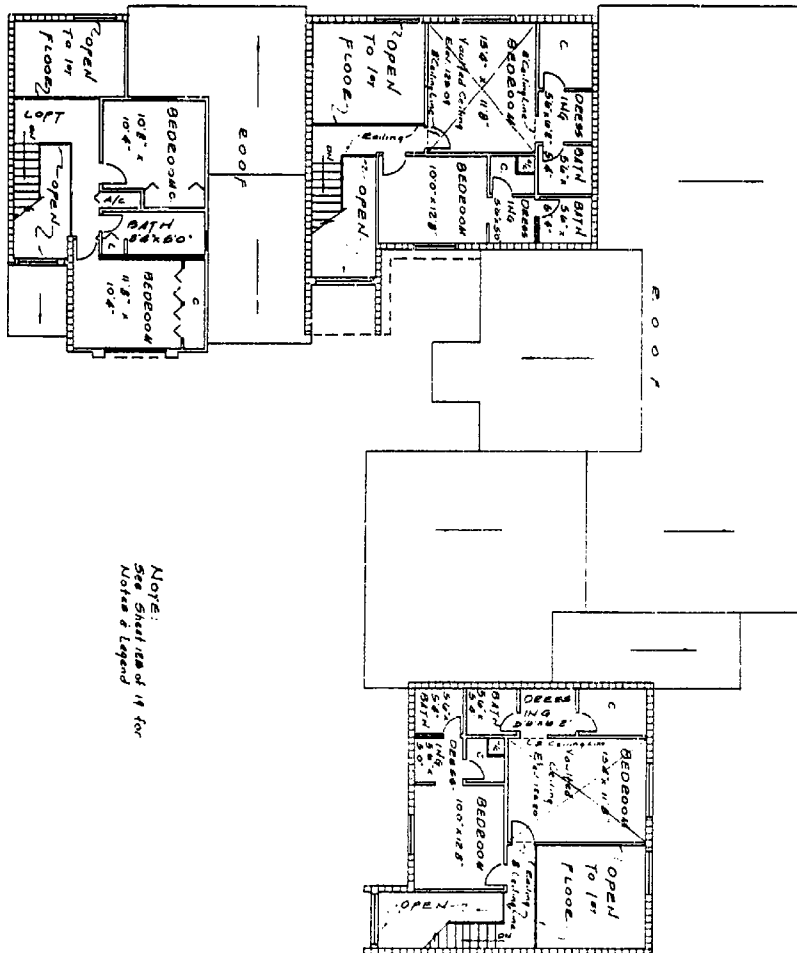
FIREPLEX UNIT TYPES
1ST FLOOR

Scale 1/8" = 1'-0"

NOTE:
See Sheet 20 of 19 for
Notes & Legend

GEORGE F. YOUNG, INC.
ARCHITECT, ENGINEER, PLANNER & SURVEYOR
1000 1ST AVENUE, SUITE 100
ST. PETERSBURG, FLORIDA 33705

CLUSTER HOMES I, A CONDOMINIUM
 A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



Scale: 1/8" = 1'-0"

NOTE:
 See Schedule of 17 for
 Notes & Legend

GEORGE F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 200 W. STREET NORTH
 ST. PETERSBURG, FLORIDA

41 Cash 11 Chg
40 Rec 57.00
41 DS
43 Int
Tot 57.02
ma

87065604

NINTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLUSTER HOMES I, A CONDOMINIUM

This instrument prepared by:
ROBERT W. HENDRICKSON, III
Attorney at Law
RETURN TO: GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

03.6448 PAGE 1386

This Ninth Amendment to Declaration of Condominium for Cluster Homes I, A Condominium (the "Ninth Amendment"), is made this 13th day of March, 1987, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, the successor Developer (hereinafter referred to as the "Developer") of Cluster Homes I, a Condominium (the "Condominium") with reference to the following facts:

R E C I T A L S:

A. The Declaration of Condominium for Cluster Homes I, a Condominium (the "Declaration of Condominium") was recorded on October 11, 1984, in Official Records Book 5857, commencing at Page 1871; the First Amendment thereto having been recorded on October 29, 1984, in Official Records Book 5867, commencing at page 1308; the Second Amendment thereto having been recorded on April 8, 1985 in Official Records Book 5966, commencing at page 320; the Third Amendment thereto having been recorded on May 10, 1985, in Official Records Book 5990, commencing at page 56; the Fourth Amendment thereto having been recorded on May 20, 1985, in Official Records Book 5995, commencing at page 2045; and the Fifth Amendment thereto having been recorded on June 27, 1985, in Official Records Book 6021, commencing at page 1745; the Sixth Amendment thereto having been recorded on April 8, 1986, in Official Records Book 6202, commencing at page 559; the Seventh Amendment thereto having been recorded on June 16, 1986, in Official Records Book 6249, commencing at page 1580; the Eighth Amendment thereto having been recorded on February 27, 1987, in Official Records Book 6436, commencing at page 707, all of the Public Records of Pinellas County, Florida.

B. The condominium plat for Cluster Homes I, a Condominium (the "Plat") was recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; the First Amendment thereto having been recorded on October 11, 1984, in Condominium Plat Book 80, page 19; the Second Amendment thereto having been recorded on April 8, 1985, in Condominium Plat Book 83, pages 88 through 96, inclusive; the Third Amendment thereto having been recorded on May 10, 1985, in Condominium Plat Book 84, pages 41 through 43, inclusive; the Fourth Amendment thereto having been recorded on May 20, 1985, in Condominium Plat Book 84, page 52; the Fifth Amendment thereto having been recorded on April 8, 1986, in Condominium Plat Book 91, pages 1 through 9, inclusive; the Sixth Amendment thereto having been recorded on February 27, 1987, in Condominium Plat Book 94, pages 79 through 83, inclusive, all of the Public Records of Pinellas County, Florida.

C. This Ninth Amendment is made by Developer pursuant to Section 718.403(6), Florida Statutes (1986), and Section 30 of the Declaration of Condominium for the purpose of adding Phase Palermo to the Condominium.

D. Phase Palermo consists of two (2) five unit buildings. The Condominium, by the recordation of this Ninth Amendment, shall hereafter contain forty-eight (48) units.

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

1. Developer, being the holder of fee simple title to the real property described as Phase Palermo in Exhibit A attached to this Ninth Amendment, hereby states and declares that said real property, together with all improvements erected or to be erected thereon and all easements, rights, and appurtenances belonging thereto, are submitted to the condominium form of ownership as an addition to Cluster Homes I, a Condominium, pursuant to the requirements of Chapter 718, Florida Statutes.

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 79, pages 109 through 117 inclusive; as amended in Plat Book 80, page 19; Plat Book 83, page 88; Plat Book 84, page 41; Plat Book 84, page 52; Plat Book 91, pages 1 through 9; Plat Book 94, pages 79 through 83; and Plat Book 94, pages 97 through 105.

2. Exhibit A to the Declaration of Condominium is hereby amended to include sheets 9, 12C, 13C, 14C, 15C, 12D, 13D, 14D, and 15D, attached hereto as Exhibit B, said additional sheets to be inserted in Exhibit A by consecutive numbers and letters.

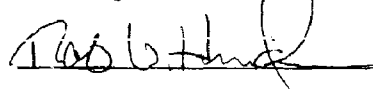
3. Exhibit A to the Declaration of Condominium, as amended by paragraph 2 above, sufficiently identifies each unit within the land added to the Condominium by this Ninth Amendment to ensure that no unit in the Condominium will bear the same designation as any other unit.

4. The individual share in the common elements appurtenant to each unit in the Condominium, stated as a percentage, shall hereafter be as set forth in Exhibit C attached hereto, and Exhibit B to the Declaration of Condominium is hereby amended accordingly. The percentages set forth in Exhibit C have been determined in conformance with the manner of allocation set forth in the Declaration of Condominium. The owner or owners of each unit in the Condominium will share in the common expenses and own the common surplus in the same share as their respective ownership interest in the common elements.

5. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions as set forth in the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this Ninth Amendment and the First through Eighth Amendments to Declaration of Condominium described in the Recitals set forth above.

IN WITNESS WHEREOF, FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, has caused this Ninth Amendment to be executed on its behalf the day and year first above written.

Signed, sealed and delivered FASHION CRAFT HOMES NO. 1, INC., a
in the presence of Florida corporation

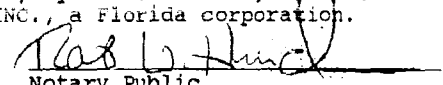

Peggy Ann Hurley
(As to Fashion Craft Homes
No. 1, Inc.)

By: 
Its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 13th day of March, 1987, by WALTER LARSON, the President of
FASHION CRAFT HOMES NO. 1, INC., a Florida corporation.


Notary Public

(SEAL)

My Commission Expires: Notary Public State of Florida
12-31-1991 or 12-31-1997

JOINDER OF CONSTRUCTION MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted for condominium ownership as Cluster Homes I, A Condominium, hereby consents to this Ninth Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857, Page 1903, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 16th day of March, 1987.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of the
United States of America

Carolyn A. Mancuso

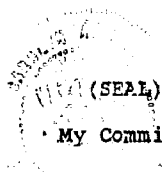
By: Robert L. Heinchon
Its Senior Vice President

Robert L. Heinchon

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 16th day of March, 1987, by ROBERT L. HEINCHON, Senior Vice President of HOME FEDERAL BANK OF FLORIDA, F.S.B.

Carolyn A. Mancuso
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires DEC. 28, 1990

That portion of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, pages 2-5 inclusive, Public Records of Pinellas County, Florida and being further described as follows:

From the most Southerly corner of said Tract 3 for a Point of Beginning; thence along the Southwest boundary thereof by the following two (2) courses:

1. N.26°54'30"W., 123.42 feet to a Point of Curve;
2. Along the Arc of a Curve to the left, Radius 425.00 feet, Arc 67.52 feet, Chord N.31°27'35"W., 67.45 feet;

Thence along the Arc of a Curve to the right, concave to the Southeast, Radius 20.00 feet, Arc 9.89 feet, Chord N.48°55'32"E., 9.79 feet to a Point of Tangency, thence N.63°05'30"E., 8.52 feet to a Point of Curve; thence along the Arc of a Curve to the right, Radius 5.00 feet, Arc 7.85 feet, Chord S.71°54'30"E., 7.07 feet to a Point of Tangency; thence S.26°54'30"E., 16.00 feet; thence N.63°05'30"E., 54.00 feet; thence N.26°54'30"W., 16.00 feet to a Point of Curve; thence along the Arc of a Curve to the right, Radius 5.00 feet, Arc 7.85 feet; Chord N.18°05'30"E., 7.07 feet to a Point of Tangency; thence N.63°05'30"E., 5.00 feet; thence S.26°54'30"E., 88.06 feet; thence N.63°05'30"E., 31.00 feet; thence S.26°54'30"E., 59.99 feet to a point on the Southerly boundary of the aforesaid Tract 3; thence along said boundary the following three (3) courses:

1. S.63°05'30"W., 3.75 feet to a Point of Curve;
2. Along the Arc of a Curve to the right, Radius 300.00 feet, Arc 50.74 feet, Chord S.67°56'12"W., 50.68 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the left, Radius 50.00 feet, Arc 87.00 feet, Chord S.22°56'12"W., 76.43 feet;

to the aforementioned Point of Beginning.

LEGAL DESCRIPTION - PHASE PALERMO B

That portion of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, pages 2-5 inclusive, Public Records of Pinellas County, Florida and being further described as follows:

From the most Southerly corner of said Tract 3 for a Point of Reference; thence along the Southerly boundary of the aforesaid Tract 3 the following three (3) courses;

1. Along the Arc of a Curve to the right, Radius 50.00 feet, Arc 87.00 feet; Chord N.22°56'12"E., 76.43 feet to a Point of Reverse Curve;
2. Along the Arc of a Curve to the left, Radius 300.00 feet, Arc 50.74 feet, Chord N.67°56'12"E., 50.68 feet to a Point of Tangency;
3. N.63°05'30"E., 3.75 feet for a Point of Beginning;

thence N.26°54'30"W., 59.99 feet; thence S.63°05'30"W., 31.00 feet; thence N.26°54'30"W., 88.06 feet; thence N.63°05'30"E., 93.61 feet to a Point of Curve; thence along the Arc of a Curve to the right, Radius 20.00 feet, Arc 19.36 feet, Chord S.89°10'49"E., 18.61 feet to a Point of Tangency; thence S.61°27'07"E., 65.84 feet to a Point of Curve; thence along the Arc of a Curve to the right, Radius 5.00 feet, Arc 7.85 feet, Chord S.16°27'07"E., 7.07 feet to a Point of Tangency; thence S.28°32'53"W., 16.00 feet; thence S.61°27'07"E., 20.59 feet; thence S.01°20'00"E., 97.51 feet to a Point of Cusp on the Southerly boundary of the aforesaid Tract 3; thence along said boundary by the following two (2) courses:

1. Along the Arc of a Curve to the left, Radius 25.00 feet, Arc 50.43 feet, Chord N.59°07'15"W., 42.30 feet to a Point of Tangency;
2. S.63°05'30"W., 48.99 feet

to the aforementioned Point of Beginning.

CLUSTER HOMES I, A CONDOMINIUM
SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

SITE PLAN
PHASE PALERMO

Graphic Scale 1/8" = 1'-0"



Base of Bearing: Foot 5
Pacer: 3000 but 1.74
Book 25, pages 2-3

POB Phase
Palermo A
(near 8th St. & 1st St.)
Corner of Foot 5

SURVEYOR'S CERTIFICATION:
I, Thomas H. Sage, the undersigned Registered Land Surveyor, authorized to practice in the State of Florida, in compliance with Section 100, Chapter 32, Statutes of the State of Florida, do hereby certify that the foregoing plat of "CLUSTER HOMES I, A CONDOMINIUM", a condominium, Building B, consisting of 100 units, is a true and correct representation of the location and dimensions of the same, and that all planned improvements, including, but not limited to, landscaping, utility services, and access to each unit, are shown as indicated on the plat, and that the same have been substantially completed.

GEORGE F. YOUNG, INC.

3/12/87
Thomas H. Sage
Florida Surveyor's Exam. No. 1099

1. THESE CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE REQUIREMENTS OF CHAPTER 32, STATUTES OF THE STATE OF FLORIDA, AND THAT THE SURVEYOR HAS BEEN DULY LICENSED AND REGISTERED WITH THE STATE.

GEORGE F. YOUNG, INC.
LAND SURVEYORS & ENGINEERS
200 1ST STREET NORTH
ST. PETERSBURG, FLORIDA

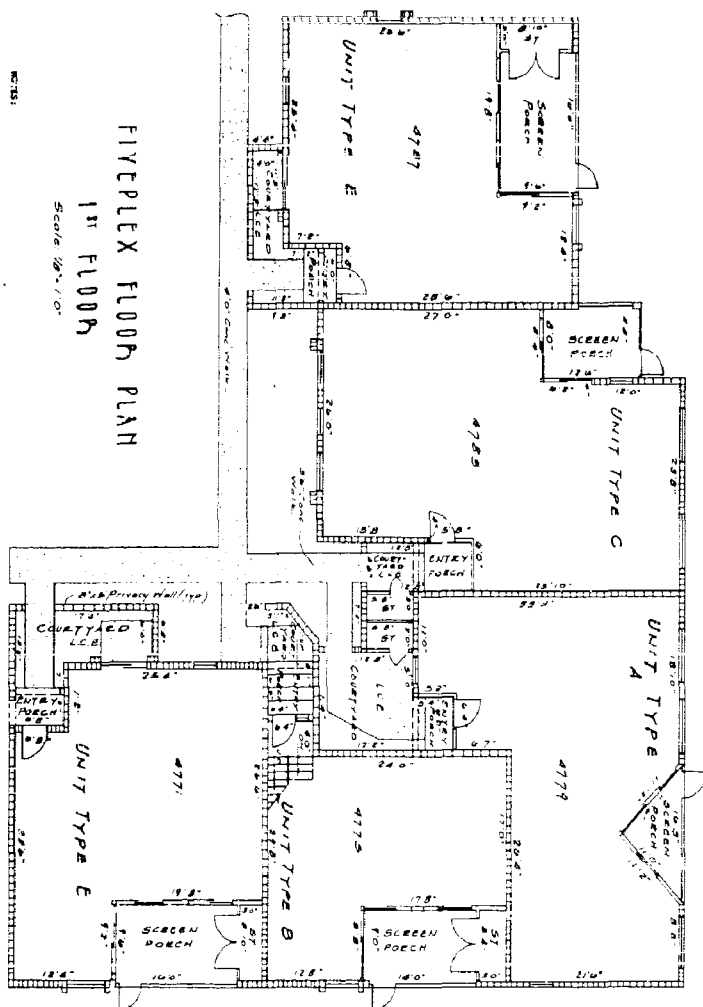
ELEVATIONS			
BLDG.	1ST FLOOR	CEILING	2ND FLOOR
B	106.00	114.00	115.51
			121.51

Existing Building with 1st Floor of 106.00' and 2nd Floor of 115.51'.
Total Building Height is 121.51'.
The Building is situated on a lot of 1.00 acre.
The Building is situated on a lot of 1.00 acre.

CURVE DATA
C1: 61.000' 4.781' 145.553' 6.477'
C2: 61.000' 4.781' 145.553' 6.477'
C3: 61.000' 4.781' 145.553' 6.477'
C4: 61.000' 4.781' 145.553' 6.477'
C5: 61.000' 4.781' 145.553' 6.477'
C6: 61.000' 4.781' 145.553' 6.477'

CLUSTER HOMES I, A CONDOMINIUM

PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



1ST FLOOR
Scale 1/8" = 1'-0"

NOTES:

1. All dimensions shown refer to inside dimensions of each unit except where noted otherwise.
2. The boundaries of the units and the interior finished surfaces of the exterior walls, doors and windows.
3. The plan as shown herein is a representation of a typical unit floor plan for the units as shown herein.
4. The typical floor plan as represented on sheets 1/8" x 1/8" and 1/8" x 1/8" is a representation of a typical unit floor plan for the units as shown herein.

LEGEND

8" Wall	8" Wall
4" Wall	4" Wall
Window	Window
Door	Door
Stair	Stair
Storage	Storage
Unit Conditioner	Unit Conditioner
Unit Entry	Unit Entry
Unit Common Stairs	Unit Common Stairs
Unit Entry	Unit Entry
Unit Common Stairs	Unit Common Stairs
Unit Entry	Unit Entry
Unit Common Stairs	Unit Common Stairs

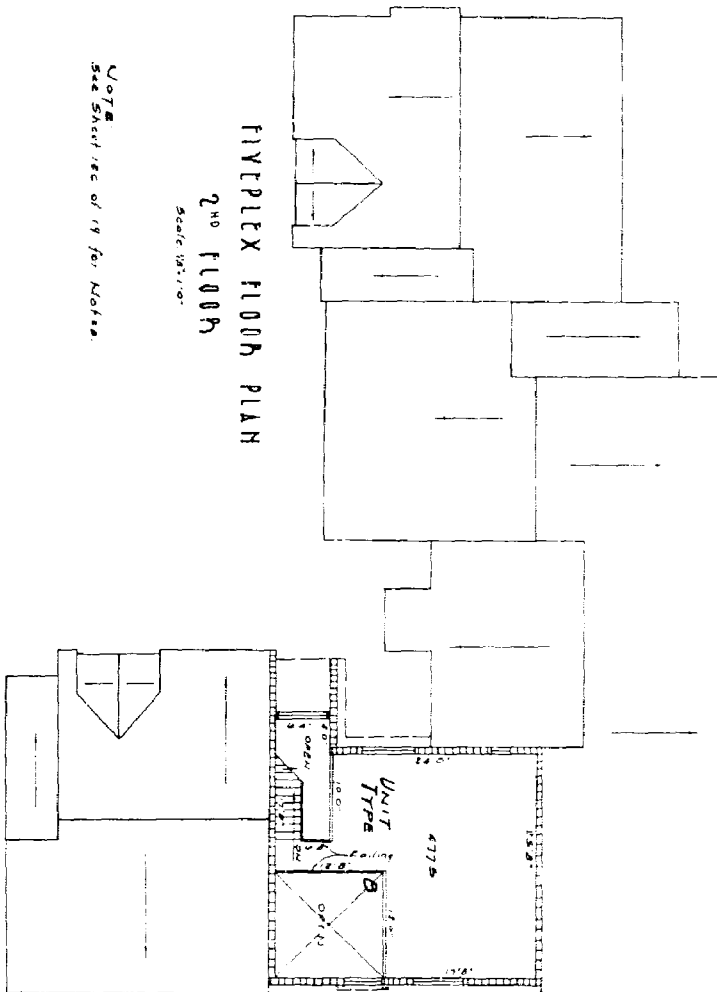
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
100 11th Street North
St. Petersburg, Florida 33701

EXHIBIT "B"

Page 2 of 9

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

CLUSTER HOMES I, A CONDOMINIUM
 A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



GEORGE F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 200 1ST STREET, NORTH
 ST. PETERSBURG, FLORIDA

07-10280-000

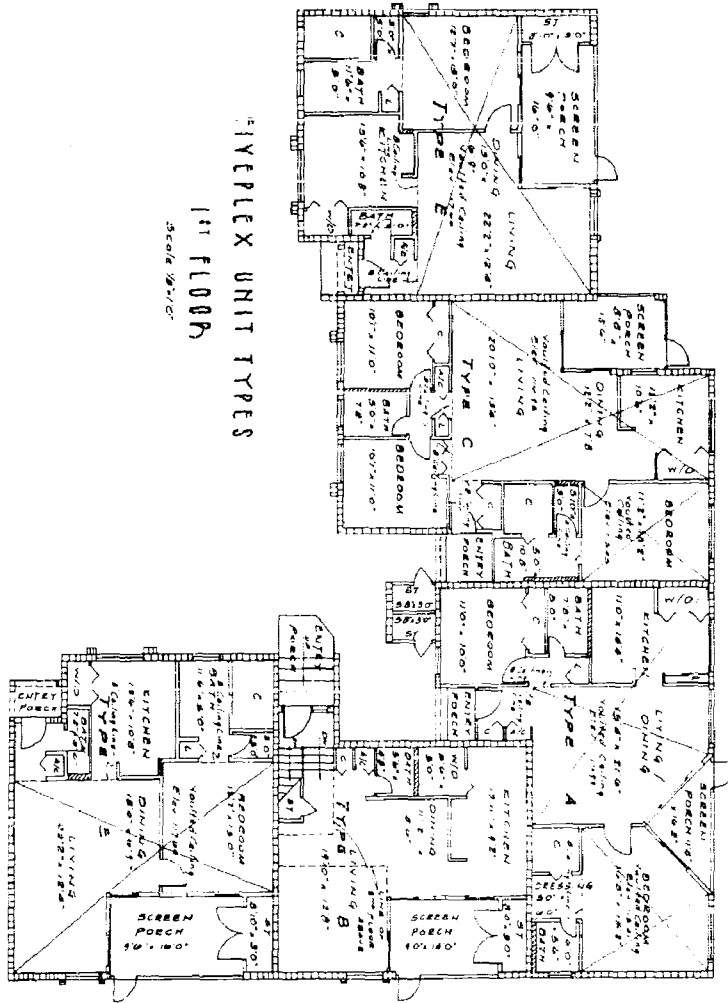
Sheet 15C of 19

EXHIBIT "B"

Order: 5BZ4FJ223
 Address: 554 Andorra Cir NE
 Order Date: 04-01-2021
 Document not for resale
 HomeWiseDocs

A PHASE CONDOMINIUM SECTION 9 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



DUPLEX UNIT TYPES

1st FLOOR

Scale 1/8" = 1'-0"

NOTES:
See Appendix 1 for
Notes

GEORGE F. YOUNG, INC.
ARCHITECTS, 1400 1st Street, N. St. Petersburg, FLORIDA 33705

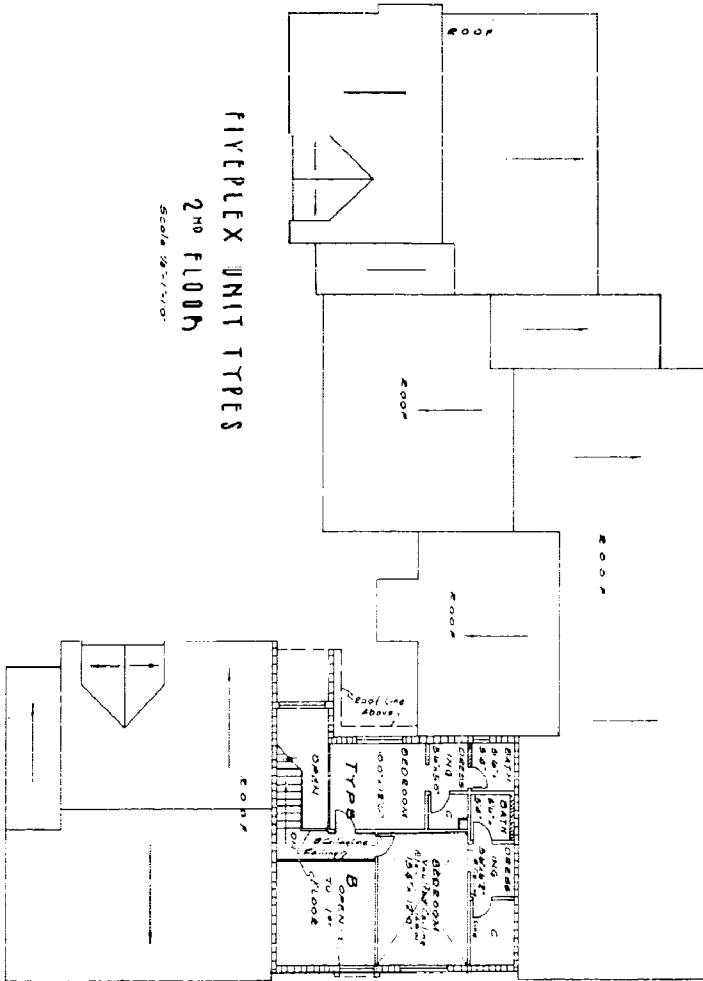
EXHIBIT "B"

Page 4 of 9

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

A PHASE CONDOMINIUM SECTION 8 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



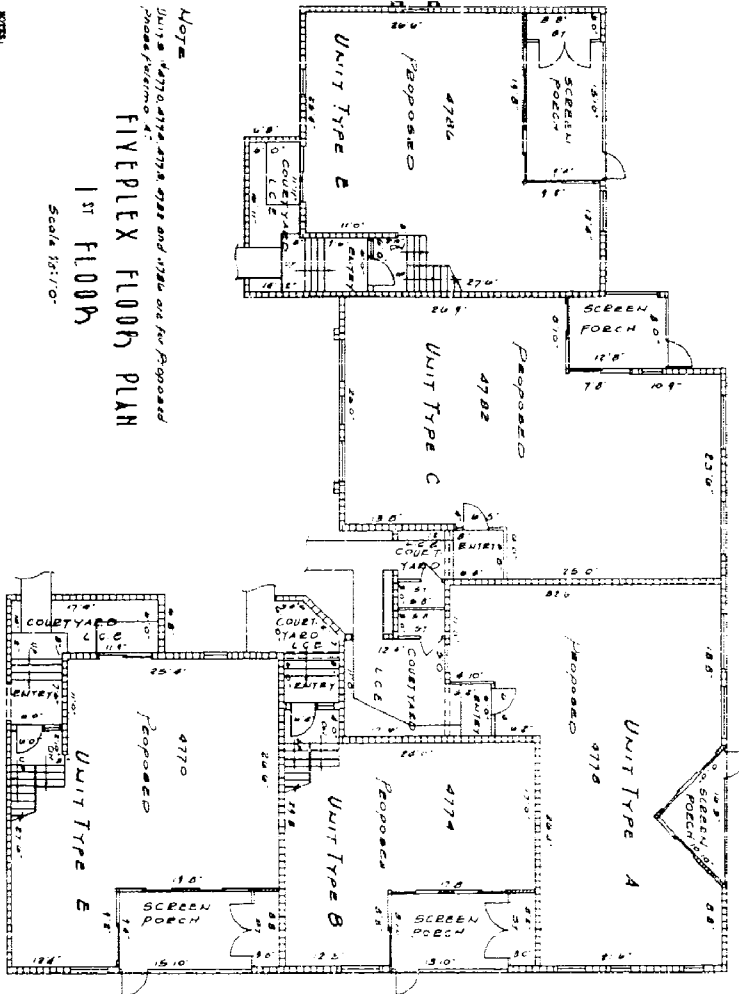
NOTES:
See Sheet 19 for
Notes

GEORGE F. YOUNG, INC.
ARCHITECTS
3333 1ST AVENUE, SUITE 100
ST. PETERSBURG, FLORIDA 33705

EXHIBIT "B"

Page 5 of 9

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs



407m
Surveys 40770, 40776, 40778, 40785 and 40786 are for Proposed Phase 4:
FIVEPLEX FLOODS PLAN

1. The modification of the unit are the linear interference-effects of the peripheral walls, floors and ceilings.
2. The plan of the above house is a representation of a typical unit floor plan for the entire house.
3. The dimensions as shown below are prior to actual construction; do not include the thickness of the walls. The unit are subject to slight variations which may occur during construction.
4. These drawings show alterations that resulted from plan and data supplied by Gehr, Gerdau & Associates, Inc.; letter 117, 1981 Costa Mesa, CA; dated 17/11/81, dated August 1, 1983.

XXXXXXXXXX

C.

27

ST.

10

1. 2. 3.

3.

11

ALL COUNTY
FACILITY

**United
Entry**

Torch

References

GEORGE F. YOUNG, INC.

ARCHITECTS, ENGINEERS, PLANNERS &

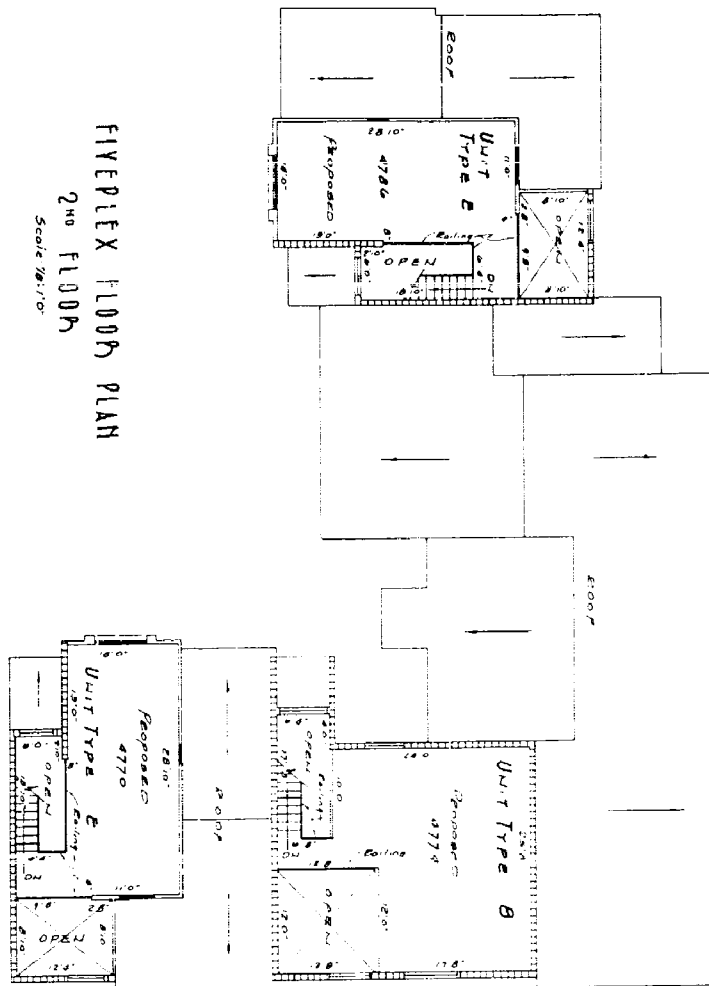
2000 B STREET NORTH

BY TELEPHONE, FLORIDA

SECRET

PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



FIVEPLEX FLOOR PLAN
2ND FLOOR
Scale 1/8" = 1'-0"

NOTE:
See Attachment H for
Typical Notes and Legend.

PROPOSED ELEVATIONS

LOC.	1ST FLOOR	2ND FLOOR	CEILING
4786	106.00	114.17	113.33
4770	106.00	114.17	113.33

Remarks: City of St. Petersburg, No. 16, elevation 102.99, at the intersection of 1st Avenue and 1st Avenue, N.E. Mean Sea Level = 97.200.

GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
ST. PETERSBURG, FLORIDA

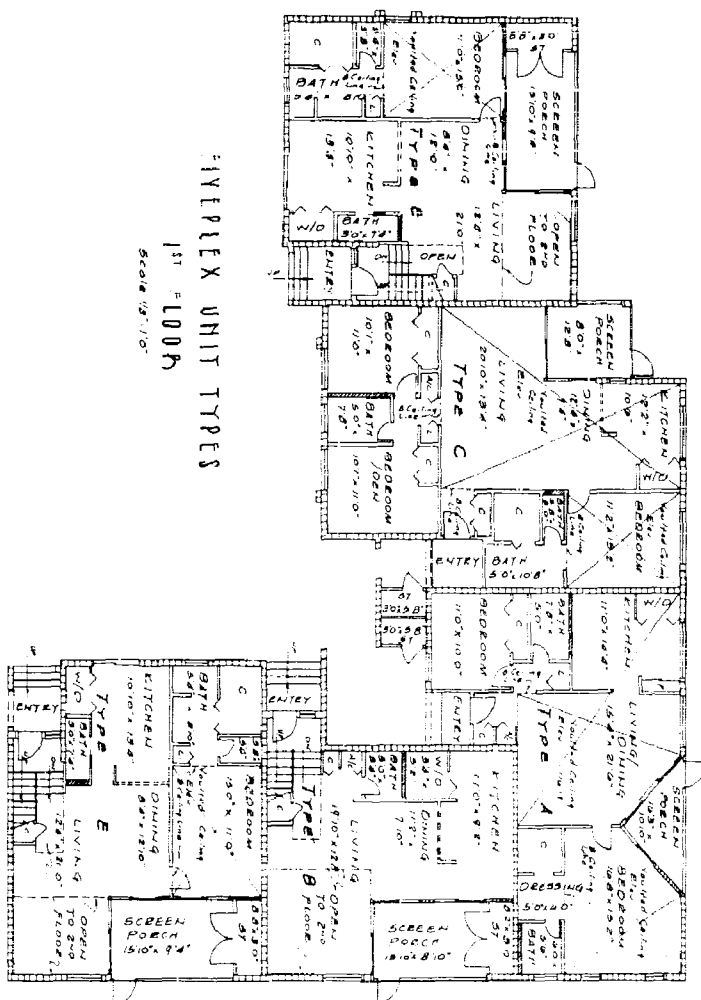
EXHIBIT "B"

Page 7 of 9

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



INTERPLEX UNIT TYPES

1ST FLOOR

Scale 1/8" = 1'-0"

NOTE:
See Sheet 13 of 14 for
Physical Notes and Legend

GEORGE E. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
288 NW 51ST STREET, SUITE 100
ST. PETERSBURG, FLORIDA

SHEET 4009 14

EXHIBIT "B"

Page 8 of 9

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

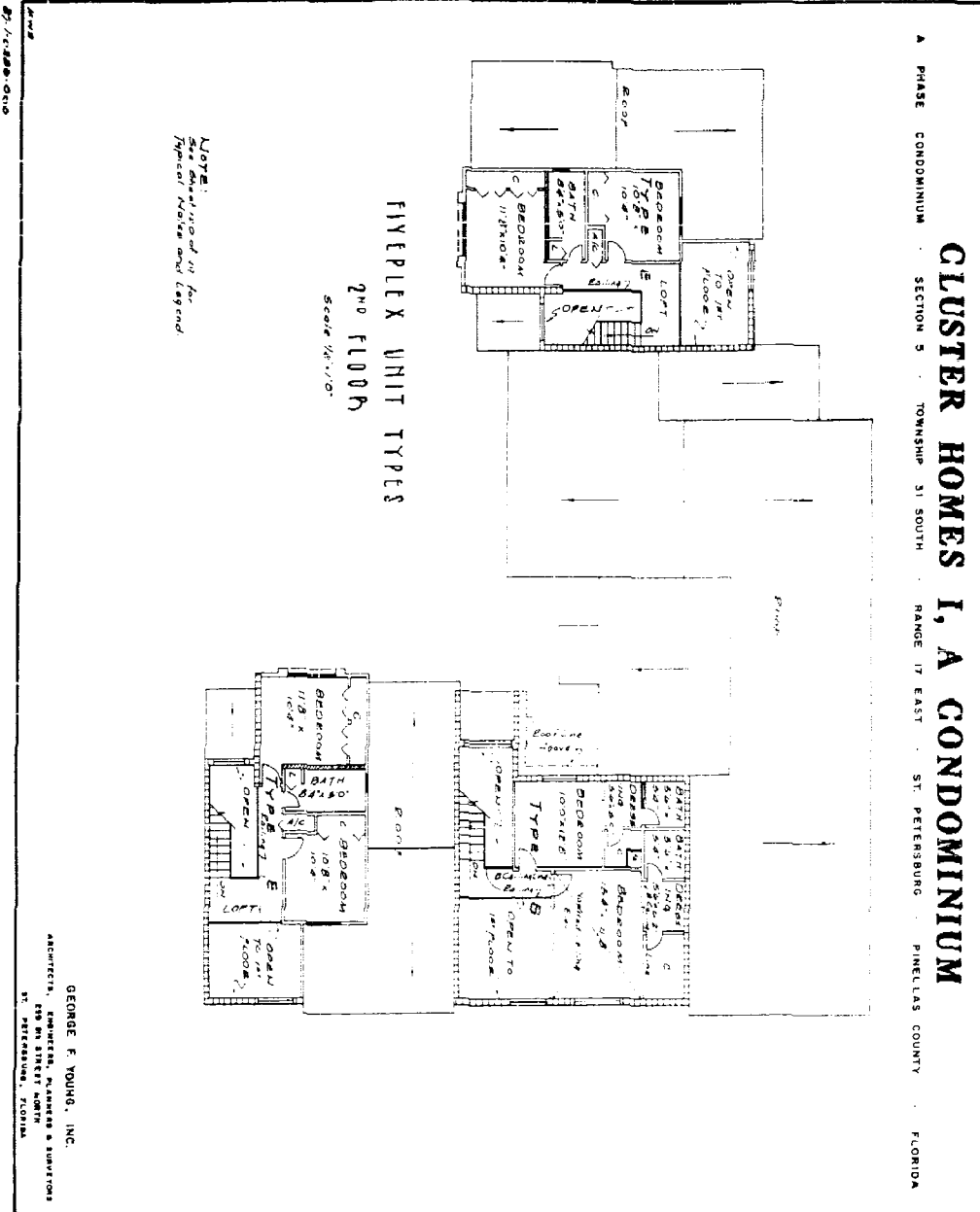


EXHIBIT "B"

Page 9 of 9

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC.

Percentage Ownership of Common Elements

(Phases Milano, Andorra, Napoli, & Palermo)

<u>Unit No.</u>	<u>Percentage</u>
546	1.86
550	2.25
554	1.77
558	2.10
562	1.86
566	1.86
570	2.10
574	1.77
578	2.25
582	1.86
586	1.86
590	2.25
594	1.77
598	2.10
4770	2.62
4771	1.86
4774	2.25
4775	2.25
4778	1.77
4779	1.77
4782	2.10
4783	2.10
4786	2.62
4787	1.86
4823	2.62
4827	2.25
4831	1.77
4835	2.10
4839	2.62
4840	2.10
4843	2.62
4844	1.77
4847	2.10
4848	2.25
4851	1.77
4852	2.62
4855	2.25
4859	2.62
4901	1.86
4904	1.86
4905	2.10
4908	2.10
4909	1.77
4912	1.77
4913	2.25
4916	2.25
4917	1.86
4920	1.86
	<u>100.00%</u>

Formula to Determine Percentage Ownership

The percentage ownership of the Common Elements ("Percentage") assigned to each of the forty-eight (48) Units in the Condominium comprising Phases Milano, Andorra, Napoli, and Palermo was computed based on the relative size of the Units. The square footage of each Unit was divided by the total square footage of all Units to obtain a percentage, which is approximately the Percentage set forth above. Minor adjustments in the actual figures were required in order that the total Percentages for all Units equal one hundred percent (100%). The same formula shall be used to compute Percentages for all Units in the event additional phases are added to the Condominium. The resulting Percentages shall be set forth in an amendment to the Declaration of Condominium adding each phase.

01 CASH
40 Rec 32.50
44-88 207.90.00
43 Int
4F Fee
Total 122.50

Karl F. DeBlaker

CLERK CIRCUIT COURT TENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLUSTER HOMES I, A CONDOMINIUM
DEC 8 3 25 PM '87

RETURN TO:
This instrument prepared by
JAMES L. ESTES, JR.
Attorney at law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

This Tenth Amendment to Declaration of Condominium for Cluster Homes I, A Condominium (the "Tenth Amendment"), is made this 12th day of December, 1987, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, the successor Developer (hereinafter referred to as the "Developer") of Cluster Homes I, a Condominium (the "Condominium") with reference to the following facts:

R E C I T A L S:

A. The Declaration of Condominium for Cluster Homes I, a Condominium (the "Declaration of Condominium") was recorded on October 11, 1984, in Official Records Book 5857, commencing at Page 1871; the First Amendment thereto having been recorded on October 29, 1984, in Official Records Book 5867, commencing at page 1308; the Second Amendment thereto having been recorded on April 8, 1985 in Official Records Book 5966, commencing at page 320; the Third Amendment thereto having been recorded on May 10, 1985, in Official Records Book 5990, commencing at page 56; the Fourth Amendment thereto having been recorded on May 20, 1985, in Official Records Book 5995, commencing at page 2045; and the Fifth Amendment thereto having been recorded on June 27, 1985, in Official Records Book 6021, commencing at page 1745; the Sixth Amendment thereto having been recorded on April 8, 1986, in Official Records Book 6202, commencing at page 559; the Seventh Amendment thereto having been recorded on June 16, 1986, in Official Records Book 6249, at page 1580, the Eighth Amendment thereto having been recorded on February 27, 1987, in Official Records Book 6436, commencing at page 707; the Ninth Amendment thereto having been recorded on March 17, 1987, in Official Records Book 6448, commencing at page 1386, all of the Public Records of Pinellas County, Florida.

B. The condominium plat for Cluster Homes I, a Condominium (the "Plat") was recorded in Condominium Plat Book 79, pages 109 through 117, inclusive; the First Amendment thereto having been recorded on October 11, 1984, in Condominium Plat Book 80, page 19; the Second Amendment thereto having been recorded on April 8, 1985, in Condominium Plat Book 83, pages 88 through 96, inclusive; the Third Amendment thereto having been recorded on May 10, 1985, in Condominium Plat Book 84, pages 41 through 43, inclusive; the Fourth Amendment thereto having been recorded on May 20, 1985, in Condominium Plat Book 84, page 52; the Fifth Amendment thereto having been recorded on April 8, 1986, in Condominium Plat Book 91, pages 1 through 9, inclusive; the Sixth Amendment thereto having been recorded on February 27, 1987, in Condominium Plat Book 94, pages 79 through 83, inclusive; the Seventh Amendment thereto having been recorded on March 17, 1987, in Condominium Plat Book 94, pages 97 through 105, inclusive, all of the Public Records of Pinellas County, Florida.

C. This Tenth Amendment is made by Developer pursuant to Section 718.104(4)(a), Florida Statutes (1986), for the purpose of providing a surveyor's certificate of substantial completion for Building A located within Phase Palermo of the Condominium. (Phase Palermo was previously submitted to condominium ownership by the Ninth Amendment to Declaration of Condominium, as more fully described above and Building B thereof was certified as substantially complete in an exhibit to said Ninth Amendment.)

NOW, THEREFORE, Developer hereby amends the Declaration of Condominium as follows:

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

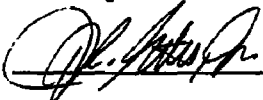
Condominium Plat pertaining hereto is recorded in Condominium Plat Book 79, pages 109 through 117 inclusive; as amended in Plat Book 80, page 19; Plat Book 83, page 88; Plat Book 84, page 41; Plat Book 84, page 52; Plat Book 91, pages 1 through 9; Plat Book 94, pages 79 through 83; Plat Book 94, pages 97 through 105, and Plat Book 98, pages 13 through 17.

1. Exhibit A to the Declaration of Condominium is hereby amended to include sheet 9A bearing Certification Date November 5, 1987 (as an additional sheet 9 to the previously included sheet 9 bearing Certification Date March 12, 1987), 12D, 13D, 14D and 15D attached hereto as Exhibit 1, said additional sheets to be inserted in Exhibit A by consecutive numbers and letters.

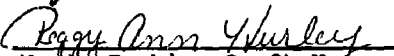
2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions as set forth in the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this Tenth Amendment and the First through Ninth Amendments to Declaration of Condominium described in the Recitals set forth above.

IN WITNESS WHEREOF, FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, has caused this Tenth Amendment to be executed on its behalf the day and year first above written.

Signed, sealed and delivered FASHION CRAFT HOMES NO. 1, INC., a Florida corporation in the presence of:




By: 
Its _____ President


(As to Fashion Craft Homes
No. 1, Inc.)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1ST day of December, 1987, by Walter W. Johnson, the _____ President of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation.


Notary Public

(SEAL)

My Commission Expires:

JOINDER OF CONSTRUCTION MORTGAGEE

The Mortgagee, BARNETT BANK OF PINELLAS COUNTY, formerly HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been submitted for condominium ownership as Cluster Homes I, A Condominium, hereby consents to this Tenth Amendment to the Declaration of Condominium of Cluster Homes I, A Condominium, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Declaration of Condominium recorded in Official Record Book 5857, Page 1903, of the Public Records of Pinellas County, Florida.

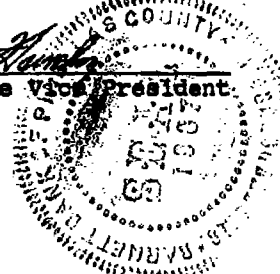
IN WITNESS WHEREOF, BARNETT BANK OF PINELLAS COUNTY, formerly HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 2nd day of December, 1987.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF PINELLAS COUNTY,
formerly HOME FEDERAL BANK OF
FLORIDA, F.S.B., a corporation
organized and existing under the
laws of the United States of
America

Gertrude M. Jiede
Jeanne M. Terna

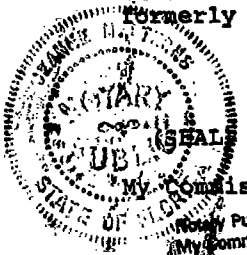
By: Robert J. Heinichon
Its Executive Vice President



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 2nd day of December, 1987, by ROBERT L. HEINICHON,
Executive Vice President of BARNETT BANK OF PINELLAS COUNTY,
formerly HOME FEDERAL BANK OF FLORIDA, F.S.B.

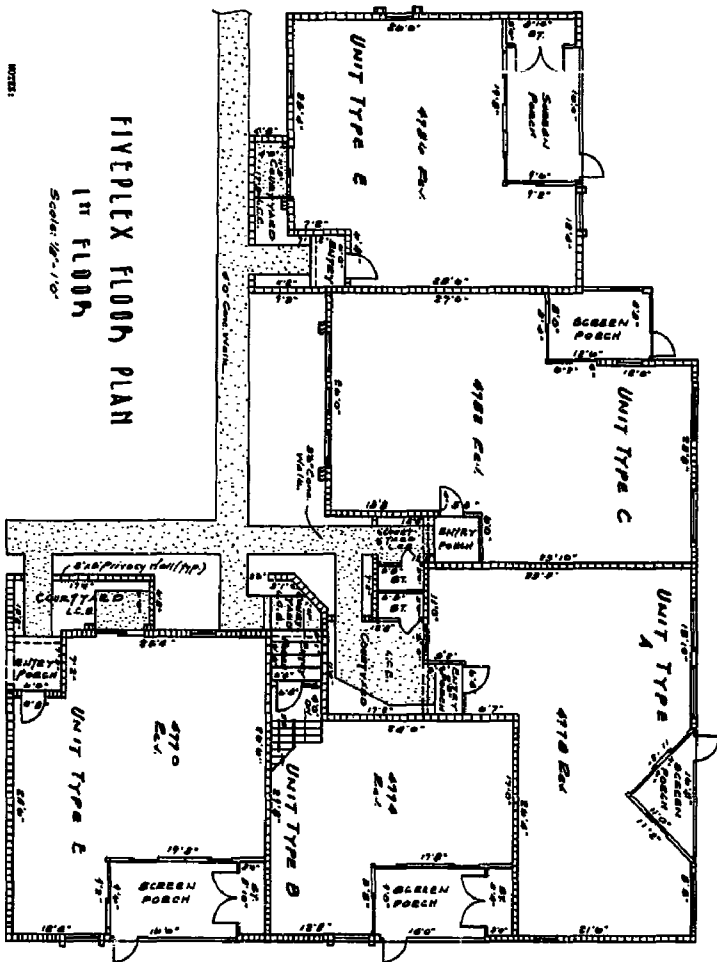
Jeanne M. Terna
Notary Public



My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires OCT. 3, 1998

PHASE 1 CONDOMINIUM SECTION 3 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



FIVEPLEX FLOOR PLAN

1st FLOOR

Scale: 1/8" = 1'-0"

NOTES:

1. All dimensions shown refer to inside dimensions of each unit except as shown and are subject to slight variations which may occur during construction.
2. The boundaries of the units are the inner finished surfaces of the perimeter walls, floors and ceilings.
3. The plan as shown herein is a representation of a typical unit floor plan for the units as shown herein.
4. The typical floor plan as represented as shown is a representation of a typical unit floor plan for the units as shown herein.

LEGEND

THICK LINE	6" WALL
THIN LINE	4" WALL
DOTTED LINE	GLASS
W/D	WALKER/DOOR
ST	STAIR
A/C	AIR CONDITIONER
L.C.R.	LOADING CRANE RAIL
WALL	WALL
DOOR	DOOR
SCREENED PORCH	SCREENED PORCH
COMMON AREA	COMMON AREA
SCREENED PORCH	SCREENED PORCH

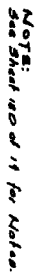
GEORGE E. YOUNG, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
311 PETERSBURG, FLORIDA

27-1168-000

SHEET 120 OF 11

A PHASE CONDOMINIUM SECTION 8 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

A PHASE CONDOMINIUM SECTION 8 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



NOTE:
See Sheet 100 of 11 for Notes.

2nd FLOOR
Scale: 1/8" = 1'-0"

GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & ENVIRONMENTALISTS
1200 9th STREET NORTH
ST. PETERSBURG, FLORIDA

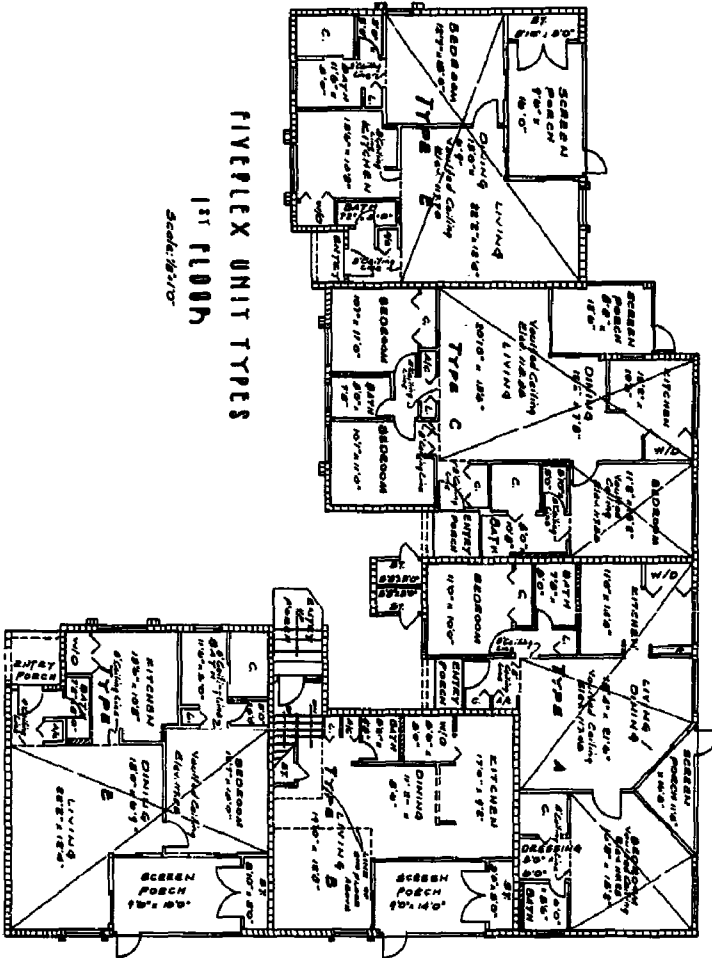
A PHASE CONDOMINIUM SECTION 9 TOWNSHIP 34 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM

FIVEPLEX UNIT TYPES

1ST FLOOR

Scale: 1/8" = 1'-0"



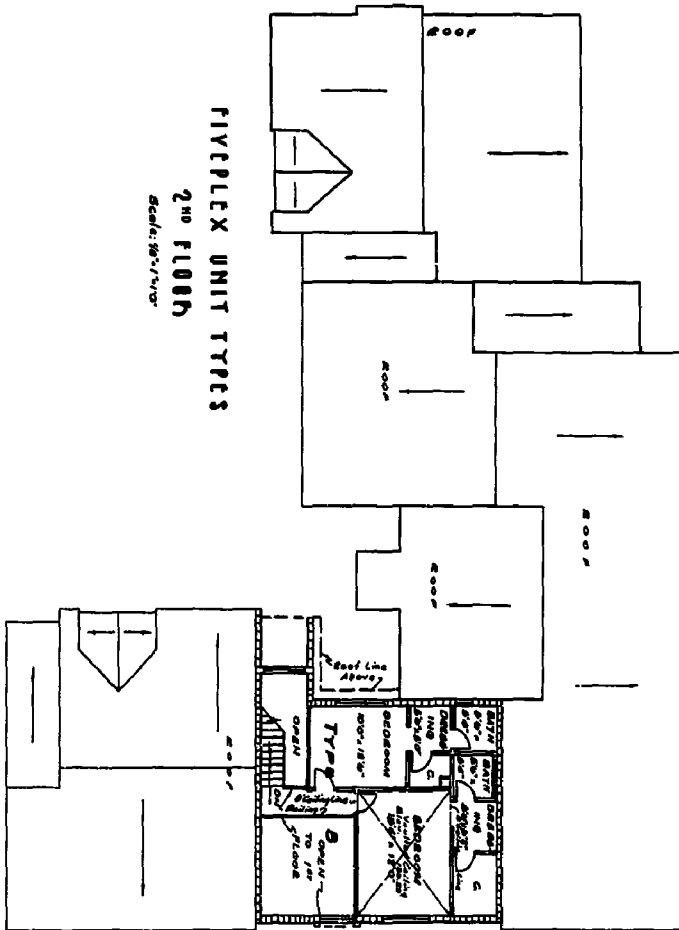
NOTES:
See Schedule of 19 for
Notes

GEORGE E. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & INTERIORS
1800 9th STREET SOUTH
ST. PETERSBURG, FLORIDA

SHEET NO. 14

A PHASE CONDOMINIUM SECTION 5 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

CLUSTER HOMES I, A CONDOMINIUM



FIVEPLEX UNIT TYPES
2ND FLOOR
Scale: 3/8" = 1'-0"

Notes:
1. See attached sheet 19 for
Notes

EDWARD P. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & INTERIORS
1000 10TH AVENUE, SUITE 100
ST. PETERSBURG, FLORIDA 33705

DATE: 10/20/97

88215543

OR6824PG0538

61 Cash 11 Cmg
40 Rec 69.00
41 DS -0-
43 Int -0-
Tot 69.00

**ELEVENTH AMENDMENT AND CERTIFICATE TO
DECLARATION OF CONDOMINIUM
FOR
CLUSTER HOMES I, A CONDOMINIUM**

THIS ELEVENTH AMENDMENT AND CERTIFICATE to Declaration of Condominium for Cluster Homes I, a Condominium (the "Eleventh Amendment and Certificate"), is made this 29 day of August, 1988, by CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Association") with reference to the following facts:

R E C I T A L S:

A. The Declaration of Condominium for Cluster Homes I, a Condominium (the "Declaration of Condominium") was recorded on October 11, 1984, in Official Records Book 5857, commencing at page 1871; the First Amendment thereto having been recorded on October 29, 1984, in Official Records Book 5867, commencing at page 1308; the Second Amendment thereto having been recorded on April 8, 1985, in Official Records Book 5966, commencing at page 320; the Third Amendment thereto having been recorded on May 10, 1985 in Official Records Book 5990, commencing at page 56; the Fourth Amendment thereto having been recorded on May 20, 1985 in Official Records Book 5995, commencing at page 2045; the Fifth Amendment thereto having been recorded on June 27, 1985 in Official Records Book 6021, commencing at page 1745; the Sixth Amendment thereto having been recorded on April 8, 1986 in Official Records Book 6202, commencing at page 559; the Seventh Amendment thereto having been recorded on June 16, 1986, in Official Records Book 6249, commencing at page 1580; the Eighth Amendment thereto having been recorded on February 27, 1987, in Official Records Book 6436, commencing at page 707; the Ninth Amendment thereto having been recorded on March 17, 1987, in Official Records Book 6448, commencing at page 1386; and the Tenth Amendment thereto having been recorded on December 8, 1987, in Official Records Book 6638, commencing at page 612, all of the Public Records of Pinellas County, Florida.

B. This Eleventh Amendment and Certificate is made by the Association pursuant to the provisions of Section 20.01 and Section 29.03 of the Declaration of Condominium for the purpose of evidencing the Easement for Ingress and Egress and Utilities and Shared Maintenance Agreement and the Phase Amenities Use and Cost Sharing Agreement, copies of which are attached hereto as Exhibits "A" and "B", which documents have been duly approved and entered into by the Board of Directors of the Association.

NOW, THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The terms and conditions of the Declaration of Condominium are hereby modified and amended by the terms and conditions of the Easement for Ingress and Egress and Utilities and Shared Maintenance Agreement and the Phase Amenities Use and Cost Sharing Agreement, copies of which are attached hereto as Exhibits "A" and "B" and incorporated herein by reference.

2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions as set forth in the Declaration of Condominium and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this Eleventh Amendment and Certificate and the First through Tenth Amendments to Declaration of Condominium described in the Recitals set forth above.

RETURN TO:

This instrument was prepared by:
D. MICHAEL SPEARS
of FISHER & SAULS, P.A.
Attorneys
100 Second Avenue South, Suite 701
St. Petersburg, Florida 33701

5BZ4FJ223

554 Andorra

Order Date: 04-01-2024

Document not for resale

HomeWiseDocs

88 AUG 31 PM 2:43
MARLEEN F. DE BLAMER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.

OR6824PG0539

IN WITNESS WHEREOF, Cluster Homes I Condominium Association, Inc. has caused this Eleventh Amendment and Certificate to be executed on its behalf the day and year first above written.

Signed, sealed and delivered in the presence of:

D. Michael Spear
Barbara A. Cair

CLUSTER HOMES I CONDOMINIUM
ASSOCIATION, INC.

By: Walter I. Larson
Walter I. Larson, as its
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of August, 1988 by WALTER I. LARSON, as President of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., on behalf of the association.

My Commission Expires:

☒ Notary Public, State of Florida
My Commission Expires on 08/01/93
Bonded Three Year Term - Insurance Inc.

D. Michael Spear
Notary Public - State of Florida

**EASEMENT FOR INGRESS AND EGRESS AND UTILITIES
AND SHARED MAINTENANCE AGREEMENT**

THIS PERPETUAL NON-EXCLUSIVE EASEMENT ("Easement Agreement") made this 23 day of AUGUST, 1988, by CLUSTER HOMES 1 CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (the "Grantor") in favor of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, its successors, assigns and mortgagees (collectively the "Grantee").

WITNESSETH

WHEREAS, the Grantor is the Association ("Association") defined and provided in that certain Declaration of Condominium for Cluster Homes 1, a Condominium Submission Statement (the "Declaration") dated September 11, 1984, and filed for record on October 11, 1984, in OR Book 5857, at page 1871, with Condominium Plats thereof being filed in Condominium Plat Book 79, at page 109-117, all in the Public Records of Pinellas County, Florida, as amended of record from time to time, and, as such, the Association is the entity responsible for operation of the Condominium under \$1.02 of said Declaration and under the Florida Condominium Act (Ch. 718, Florida Statutes) on behalf of the unit owners within the condominium, who on a condominium basis are the owners of the fee simple title to the real property situate in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Grantor's Parcel"); and

WHEREAS, The Grantee is the successor Developer (as defined in the Declaration) and is the owner of fee simple title to certain other real property situate in Pinellas County, Florida, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof ("Grantee's Parcel") which Grantee proposes to develop into no more than 35 residences within Placido Bayou; and

WHEREAS, Grantor has agreed to grant to Grantee a perpetual and non-exclusive easement for ingress and egress over and across Grantor's Parcel, in confirmation of the easement established at Section 14.01(f) of the Declaration and Grantee has agreed to provide a means to defray Grantor's expense of maintenance thereof.

NOW THEREFORE, Grantor for and on behalf of itself and its successors-in-interest and its members, and under authority of Section 20.01 of the Declaration, does hereby grant, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee, the receipt of which is hereby acknowledged and for other good and valuable consideration, the following easements:

1. **Easement.** Subject to the conditions set forth in this Easement Agreement, Grantor does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee a perpetual and non-exclusive easement for ingress and egress and utilities along, over and across Milano Avenue N.E., from its point of connection to Placido Parkway Loop N.E., for the full length and breadth thereof, as same was established of record by, and identified and described in, the Declaration and exhibits thereto, as amended. The approximate location and dimensions of the Easement Area are further described and outlined on Exhibit "C" attached hereto and by this reference made a part hereof. The easement created by this paragraph 1 shall be perpetual in nature and shall inure to the benefit of Grantee and any future owners of all or any part of the fee simple title to the Grantee's Parcel and to their respective lessees, tenants, patrons, guests, invitees, employees and agents.

EXHIBIT "A"

2. Maintenance. The Grantor and all succeeding owners of the Grantor's Parcel, or a portion thereof, shall have the sole obligation to repair and maintain the Easement Area. In this regard Grantor hereby agrees to reasonably repair and maintain the Easement Area and to bear any costs of such repair or maintenance. The manner of repair and maintenance shall be determined by the Grantor in its sole discretion but shall be sufficient in all respects for the uses granted in this Easement Agreement. Provided, that Grantee and all succeeding owners of the Grantee's parcel, or a portion thereof, shall have the responsibility to contribute toward Grantor's repair and maintenance expenses on a proportionate basis. Until Grantee has created a residential community of record within Grantee's Parcel, by subdivision plat, condominium declaration or other legal means, Grantee shall be responsible for 35/84's of Grantor's annual expense of repair and maintenance, not including any reserve for replacement, as such annual expense is projected in Grantor's duly adopted annual budgets. When Grantee has created a residential community in the manner described herein, and has assigned Grantee's maintenance expense responsibility to an association of the type contemplated by paragraph 3, below, the apportionment shall be based upon the number of residences in Grantee's Parcel, which may not exceed 35, divided by the total number of residences in Grantor's Parcel and in Grantee's Parcel. The consent by Grantor of Grantee's assignment of maintenance expense responsibility shall not be required and upon such assignment and the acceptance thereof by assignee, Grantee shall have no further liability to Grantor for same.

3. Purpose. The purpose of the easement created in paragraph 1 is to provide for ingress and egress and utilities to the Grantee's Parcel across the Grantor's Parcel by the Grantee and its successors and assigns, which shall include, but not be limited to, such community or condominium association as may be created and given responsibility for the operation, management or maintenance of any portion of Grantee's property, and those members thereof whose membership derives from an ownership interest in any portion of Grantee's property, and their mortgagees.

4. Enforcement. If Grantor or Grantee or their respective successors fails to comply with their responsibilities under this Easement Agreement, then Grantor or Grantee or their respective successors, as the case may be, shall have the right to proceed in an action in a court of competent jurisdiction for specific performance; it being agreed by the parties hereto that an action for damages would not be an adequate remedy for a breach of this Easement Agreement.

5. Condemnation. In the event that all or any portion of the Easement Area is taken by condemnation by a governmental body or authority so that its use for access by vehicular or other traffic to the Grantee's Parcel is no longer possible, then the then present owners of all or any affected portion of the Grantee's Parcel shall have the right to relocate, expand, or redefine the Easement Area to permit access to the Grantee's Parcel by vehicular or other traffic.

6. Binding Effect. It is specifically intended that the rights, benefits and liabilities created hereunder shall run with the Grantor's Parcel and the Grantee's Parcel and may only be used by the present owners of all or any part of the fee simple title to the Grantee's Parcel and their respective employees, agents, lessees, tenants, patrons, guests, and invitees.

7. Non-Exclusive Easement. The easement created hereunder is not exclusive of other uses of Grantor or any of its successors which do not unreasonably interfere with the rights created herein, but shall not extinguish any rights of any person, including Grantee, as may be established in the Declaration.

8. Modification of Easement. There are no other agreements or promises by the Grantor except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Easement Agreement except with the written consent of the Grantee and Grantor or their respective successors.

9. Notices. Any notice required under this Easement Agreement shall be in writing and shall be either hand-delivered or transmitted by certified or registered mail, postage pre-paid with return receipt requested. In the event that written notice is given as provided in this paragraph 10, then such notice shall be deemed to have been given on the date of receipt by the party to whom it was addressed.

10. Florida Contract. This Easement Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Easement Agreement is being executed by any of the parties hereto in other states or otherwise.

11. Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original.

12. Effective Date. This Easement Agreement shall have an effective date of the date that the Grantor and Grantee execute this Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the day, month, and year first above written.

Signed, sealed and delivered in the presence of:

W R Gosh
Robert L. Carr
W R Gosh
Robert L. Carr
W R Gosh
Robert L. Carr
 As to Grantors

CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: Walter I. Larson
 Walter I. Larson, President and Director

By: Jeffrey C. Larson
 Jeffrey C. Larson, Director

By: Joseph Vena
 Joseph Vena, Director

(CORPORATE SEAL)

GRANTOR

FASHION CRAFT HOMES NO. 1, INC., a Florida corporation

By: Walter I. Larson
 Walter I. Larson, President

(CORPORATE SEAL)

GRANTEE

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23 day of August, 1988, by WALTER I. LARSON, as President and Director of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf thereof.

My Commission Expires:

J. H. MOOR, III, NOTARY PUBLIC
 STATE OF FLORIDA
 MY COMMISSION EXPIRES 6/27/90

Notary Public - State of Florida
 Address: 554 Andorra Cir NE
 Order Date: 04-01-2021
 Document not for resale
 HomeWiseDocs

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
23 day of AUGUST, 1988, by JEFFREY C. LARSON, as Director of
CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation
not-for-profit, on behalf thereof.

My Commission Expires J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92
J.H. Moor III
Notary Public - State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
23 day of AUGUST, 1988, by JOSEPH VENA, as
Director of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida
corporation not-for-profit, on behalf thereof.

My Commission Expires J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92
J.H. Moor III
Notary Public - State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
23 day of AUGUST, 1988, by WALTER I. LARSON as President
of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation not-for-
profit, on behalf thereof.

My Commission Expires: J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92
J.H. Moor III
Notary Public - State of Florida

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

DR6824PG0544

LEGAL DESCRIPTION

(Exhibit "A")

CLUSTER HOMES I, A CONDOMINIUM, according to that certain Declaration of Condominium as recorded in Official Records Book 585, Page 1871, of the Public Records of Pinellas County, Florida, as amended.

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

Exhibit "B"

LEGAL DESCRIPTION

That portion of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 - 5 inclusive, Public Records of Pinellas County, Florida, and being further described as follows:

From the Northeast corner of said Tract 3 for a Point of Beginning; thence along the Easterly boundary thereof by the following four (4) courses:

1. S.01°30'00"E., 307.58 feet;
2. S.88°40'00"W., 18.38 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 70.00 feet, Arc 109.95 feet, Chord S.43°39'39"W., 98.99 feet;
4. S.01°20'00"E., 161.21 feet to a point of curve;

thence continue along the Southerly boundary of said tract by the following seven (7) courses:

1. along the arc of a curve to the Right, Radius 25.00 feet, Arc 39.27 feet, Chord S.43°40'00"W., 35.36 feet to a Point of Tangency;
2. S.88°40'00"W., 100.26 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 15.00 feet, Arc 12.28 feet, Chord S.65°13'09"W., 11.94 feet to a Point of Reverse Curve;
4. along the arc of a curve to the Right, Radius 15.00 feet, Arc 12.28 feet, Chord S.65°13'09"W., 11.94 feet to a Point of Tangency;
5. S.88°40'00"W., 78.00 feet to a Point of Curve;
6. along the arc of a curve to the Right, Radius 15.00 feet, Arc 23.56 feet, Chord N.46°20'00"W., 21.21 feet to a Point of Tangency;
7. N.01°20'00"W., 11.08 feet;

thence continue N.01°20'00"W., 97.51 feet; thence N.61°27'07"W., 20.59 feet; .. thence N.28°32'53"E., 16.00 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 5.00 feet, Arc 7.85 feet, Chord N.16°27'07"W., 7.67 feet to a Point of Tangency; thence N.61°27'07"W., 65.84 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 20.00 feet, Arc 19.36 feet, Chord N.89°10'49"W., 18.61 feet to a Point of Cusp; thence N.63°05'30"E., 6.58 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 120.00 feet, Arc 72.25 feet, Chord N.45°49'11"E., 71.25 feet to a Point of Tangency; thence N.28°32'53"E., 39.20 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 7.85 feet, Chord N.73°32'53"E., 7.07 feet to a Point of Tangency; thence S.61°27'07"E., 16.00 feet; thence N.28°32'53"E., 72.00 feet; thence N.61°27'07"W., 14.93 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 10.60 feet, Chord N.00°42'30"W., 8.72 feet to a Point of Reverse Curve; thence along the arc of a curve to the Left, Radius 40.00 feet, Arc 56.79 feet, Chord N.19°21'44"E., 52.14 feet to a Point of Cusp; thence along the arc of a curve to the Left, Radius 10.00 feet, Arc 12.22 feet, Chord S.36°19'18"E., 11.47 feet to a Point of Tangency; thence N.88°40'00"E., 45.29 feet; thence N.23°18'14"E., 173.97 feet to a point on the Northerly line of the aforesaid Tract 3; thence along said line by the following two (2) courses:

1. along the arc of a curve to the Right, Concave to the South, Radius 200.00 feet, Arc 70.94 feet, Chord N.78°30'18"E., 70.37 feet to a Point of Tangency;
2. N.88°40'00"E., 60.00 feet

to the aforementioned Point of Beginning.

LEGAL DESCRIPTION
OF
INGRESS - EGRESS EASEMENT

From the Northeast corner of Tract 3, Placido Bayou Unit 1, as recorded in Plat Book 88, Pages 2 through 5 inclusive; Public Records of Pinellas County, Florida as a Point of Reference; thence S.88° 40'00"W., 60.00 feet to a point of curve; thence along the arc of a curve to the left, Radius 200.00 feet, arc 70.94 feet, chord S.78° 30'18"W., 70.57 feet to a point on curve; thence leaving said curve S.25° 18'14"W., 173.97 feet; thence S.88° 40'00"W., 49.29 feet to a point of curve; thence along the arc of a curve to the right, Radius 10.00 feet, arc 12.22 feet, chord N.56° 19'18"W., 11.47 feet to a point on curve, said point also being the Point of Beginning.

Thence along the arc of a curve to the left, Radius 40.00 feet, arc 56.79 feet, chord S.19° 21'44"W., 52.14 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 5.00 feet, arc 10.60 feet, chord S.00° 42'30"E., 8.72 feet to a point of tangency; thence S.61° 27'07"E., 14.93 feet; thence S.28° 32'53"W., 72.00 feet; thence N.61° 27'07"W., 16.00 feet to a point of curve; thence along the arc of a curve to the left, Radius 5.00 feet, arc 7.85 feet, chord S.73° 32'53"W., 7.07 feet to a point of tangency; thence S.28° 32'53"W., 59.20 feet to a point of curve; thence along the arc of a curve to the right, Radius 120 feet, arc 72.35 feet, chord S.45° 49'11"W., 71.26 feet to a point of tangency; thence S.63° 05'30"W., 105.19 feet to a point of curve; thence along the arc of a curve to the left, Radius 5.00 feet, arc 7.85 feet, chord S.18° 05'30"W., 7.07 feet to a point of tangency; thence S.26° 54'30"E., 16.00 feet; thence S.63° 05'30"W., 54.00 feet; thence N.26° 54'30"W., 16.00 feet to a point of curve; thence along the arc of a curve to the left, Radius 5.00 feet, arc 7.85 feet, chord N.71° 54'30"W., 7.07 feet to a point of tangency; thence S.63° 05'30"W., 8.52 feet to a point of curve; thence along the arc of a curve to the left, Radius 20.00 feet, arc 9.89 feet, chord S.48° 55'32"W., 9.79 feet to a point on a curve; thence along the arc of a curve to the left, Radius 425.00 feet, arc 22.79 feet, chord N.37° 32'50"W., 22.79 feet; thence leaving said curve N.63° 05'30"E., 51.30 feet to a point of curve; thence along the arc of a curve to the left, Radius 5.00 feet, arc 7.85 feet, chord N.18° 05'30"E., 7.07 feet to a point of tangency; thence N.25° 54'30"W., 16.00 feet, N.63° 05'30"E., 72.00 feet; thence S.26° 54'30"E., 16.00 feet to a point of curve; thence along the arc of a curve to the left, Radius 5.00 feet, arc 7.85 feet, chord S.71° 54'30"E., 7.07 feet to a point of tangency; thence N.63° 05'30"E., 59.11 feet to a point of curve; thence along the arc of a curve to the left, Radius 100.00 feet, arc 60.29 feet, chord N.45° 49'11"E., 59.38 feet to a point of tangency; thence N.28° 32'53"E., 94.05 feet to a point of curve; thence along the arc of a curve to the left, Radius 20.00 feet, arc 17.94 feet, chord N.02° 51'19"E., 17.34 feet to a point of tangency; thence N.22° 50'15"W., 38.08 feet to a point of curve; thence along the arc of a curve to the right, Radius 40.00 feet, arc 124.60', chord N.67° 55'22"E., 79.99 feet to the Point of Beginning.

EXHIBIT "C"

PHASE AMENITIES USE AND COST SHARING AGREEMENT

THIS AGREEMENT, ("Agreement") made this 23 day of AUGUST, 1988, by, between and among FASHION CRAFT HOMES NO. 1, INC., a Florida corporation ("Developer"), CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation ("Cluster Homes I"), CLUSTER HOMES II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation ("Cluster Homes II"), and PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation ("Community Association").

W I T N E S S E T H

WHEREAS, Placido Bayou ("Placido Bayou") is a residential community situate in Pinellas County, Florida, within which exist certain separate neighborhoods, some of which have been developed according to a condominium format, and

WHEREAS, Cluster Homes I, a Condominium, was established by Declaration of Condominium recorded in O.R. Book 5857, beginning at Page 1871 of the Public Records of Pinellas County, Florida, as amended, ("CH I"), and is a neighborhood of Placido Bayou, and

WHEREAS, CH I contains recreational amenities within a portion thereof legally described as Phase Amenities ("Phase Amenities") according to the full and complete legal description so designated as a part of the Declaration of CH I, and

WHEREAS, Developer has withdrawn from CH I proposed Phases Malta and Segovia, as described in the CH I Declaration, which Phases are now being developed as Cluster Homes II, a Condominium, according to the Declaration of Condominium thereof to be recorded in the Public Records of Pinellas County, Florida, ("CH II"), which also shall be a neighborhood of Placido Bayou, and

WHEREAS, the Phase Amenities were designed and constructed to accommodate a total population load of 83 units, CH I, as finally configured of record, contains 48 units and CH II, as proposed, will contain no more than 35 units, and

WHEREAS, the use by unit owners within CH II of the Phase Amenities will not tax the capacity thereof beyond that for which it was designed and constructed, and

WHEREAS, Developer wishes to provide that Cluster Homes II shall be responsible for sharing in the cost and expense of maintenance of the Phase Amenities, and

WHEREAS, Cluster Homes II, for itself and its members, recognizes and agrees that the benefit of use rights to the Phase Amenities compels the acceptance of the responsibility of cost sharing, and that such arrangements are fair, just and equitable and in the best interest of Cluster Homes II and its members.

WHEREAS, the parties have agreed to enter into this Agreement to provide and define easements, use rights and responsibilities with regard to use and maintenance of and costs associated with said recreational facilities.

NOW THEREFORE, in consideration of the sum of Ten and No/100 dollars (\$10.00), and for other valuable consideration, the receipt and adequacy of which is acknowledged, the parties do hereby agree as follows:

1. Easement and Use Rights. Developer and Cluster Homes I hereby grants to Cluster Homes II and the members thereof from time to time and their mortgagees, an easement over and across the common elements of CH I for the purpose of access to and from CH II and grants the right to use Phase Amenities and

all recreational facilities which now or hereafter are located on or comprise portions of common elements of CH I, subject to such rules and regulations uniformly applicable to members of Cluster Homes I and Cluster Homes II as the Board of Directors of Cluster Homes I shall impose from time to time.

2. Maintenance of Recreational Facilities. Cluster Homes I confirms that it shall maintain the Phase Amenities and recreational facilities and related equipment located in the common elements for which it has maintenance responsibility as set forth in its Declaration of Condominium. The manner of such maintenance shall be determined by Cluster Homes I in its reasonable discretion, but shall be sufficient in all respects to keep said facilities and related equipment in good working condition.

3. Determination of Costs and Expenses. Cluster Homes I annually shall forecast the expense of maintaining Phase Amenities and the recreational facilities for the coming year and shall divide that expense by the total number of units submitted to condominium ownership in CH I and CH II. The resulting per unit amount shall then be multiplied by the number of units submitted to condominium ownership in CH II, which shall establish Cluster Homes II's cost sharing amount. The calculations shall be made and approved by the Board of Directors of Cluster Homes I when the annual budget for CH I is prepared and a statement of the CH II cost sharing amount shall be delivered to Cluster Homes II's Board for inclusion as a common expense of CH II in its annual budget. Cluster Homes II's payment to Cluster Homes I shall be payable monthly or at such other intervals as assessments levied against Cluster Homes I members are payable.

4. Elements of Expense. Cluster Homes I shall include in its forecast all direct costs and expenses attributable to the maintenance, repair and replacement of Phase Amenities and the recreational facilities which this Agreement contemplates and shall make a reasonable allocation of indirect costs and expenses such as insurance, utilities, taxes and administrative expenses which benefit or relate to the recreational facilities.

5. Acceptance of Easements and Use Rights and Agreement to Pay Cost Sharing Amount. Cluster Homes II for itself, and its members hereby accepts the easement granted hereby and the use rights conferred herein and expressly agrees to pay the cost sharing amount as imposed from time to time and to treat same for all purposes as a common expense of CH II.

6. Adjustments, Resolution of Disputes. Cluster Homes I and Cluster Homes II agree that each year's cost sharing amount shall contain an adjustment reflecting the previous year's actual cost and expenses, resulting in an increase or reduction of the previous year's cost sharing amount, in addition to such increase or reduction as Cluster Homes I's Board shall make based on forecast needs and requirements for the coming year. In the event of dispute over the means and methods of determining the cost sharing amount of any portion thereof or other relations or rights, duties or obligations of Cluster Homes I and Cluster Homes II or their respective members, the Board of Directors of the complaining party shall set forth in writing its complaint or dispute, together with appropriate and adequate supporting documentation, and deliver same to the President of the other party who shall within a reasonable time convene a meeting of the Board of the respondent party to consider the complaint and offer a solution or resolution of the dispute, in writing, to the complaining party. If such solution or resolution is not acceptable to both parties, the dispute shall be referred to the Board of Directors of Placido Bayou Community Association, Inc. which may make such inquiries of the parties and determination of facts as may be necessary and shall adjudicate the dispute by majority vote.

7. Limitation of Rights. In recognition that the rights granted and conferred herein shall be in the nature of common elements of CH II, and that Cluster Homes I therefore may not limit or restrict use of the recreational elements by Cluster Homes II or its members, Cluster Homes II agrees that no withholding of payment (including escrow or deposit into the registry of the court) to Cluster Homes I of the cost sharing amount shall be made or permitted based on any dispute or disagreement other than in the instance of a dispute where a reasonable showing of fraud or gross negligence or neglect is made.

8. Expansion of Facilities. The existing recreational facilities which are covered by this Agreement shall not be expanded or added to without the approval of Cluster Homes I and Cluster Homes II.

9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. It constitutes the entire understanding of the parties with regard to the subject matter hereof, and it may not be modified except in writing.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

12. Execution. This Agreement shall not be effective nor shall it have any force or effect whatsoever until all of the parties hereto have duly executed this Agreement.

13. Headings. The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

14. Florida Contract. This Agreement shall be deemed a Florida contract and shall be construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties hereto effective the date first above written.

Signed, sealed and delivered Developer:
in the presence of:

FASHION CRAFT HOMES NO. 1, INC.

By: [Signature]
Its _____ President

(CORPORATE SEAL)

Cluster Homes I:

CLUSTER HOMES I CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Its _____ President

(CORPORATE SEAL)

W R Cook
Robert A. Carr
As to Developer

W R Cook
Robert A. Carr
As to Cluster Homes I

DR6824PG0550

BOARD OF DIRECTORS OF CLUSTER HOMES
I CONDOMINIUM ASSOCIATION, INC.

By: Walter I. Larson
WALTER I. LARSON, President,
Director

W R God
Robert L. Can
As to Director

By: Jeffrey C. Larson
JEFFREY C. LARSON, Director

W R God
Robert L. Can
As to Director

By: Joseph Vena
Joseph Vena, Director

W R God
Robert L. Can
As to Director

Cluster Homes II:

CLUSTER HOMES II CONDOMINIUM
ASSOCIATION, INC.

By: Walter I. Larson
Its President

(CORPORATE SEAL)

W R God
Robert L. Can
As to Cluster Homes II

PLACIDO BAYOU COMMUNITY ASSOCIA-
TION, INC., which signs solely for
the purpose of accepting dispute
resolution and adjudication duties
under Section 6, above.

By: Walter I. Larson
Its President

(CORPORATE SEAL)

W R God
Robert L. Can
As to Placido Bayou
Community Association, Inc.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 23 day of AUGUST, 1988, by WALTER I. LARSON,
the President of FASHION CRAFT HOMES NO. 1, INC., a Florida non-
profit corporation, on behalf of the corporation.

J. H. Moore III
Notary Public

(SEAL)

My Commission Expires:

J.H. MOORE, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

Order: 5BZ4FJ223
Address: 554 Andorra Circle
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

OR6824PG0551

STATE OF FLORIDA }
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me
this 23 day of August, 1988, by WALTER I. LARSON,
the President of CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a
Florida non-profit corporation, on behalf of the corporation.



(SEAL)

My Commission Expires:

J.H. Moor III
Notary Public

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

STATE OF FLORIDA }
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me
this 23 day of August, 1988, by WALTER I. LARSON,
the President/Director of the BOARD OF DIRECTORS OF CLUSTER HOMES
I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corpora-
tion, on behalf of the corporation.



(SEAL)

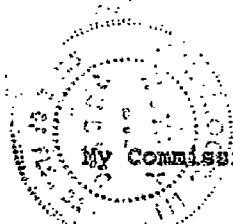
My Commission Expires:

J.H. Moor III
Notary Public

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

STATE OF FLORIDA }
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me
this 23 day of August, 1988, by JEFFREY C. LARSON,
Director of the BOARD OF DIRECTORS OF CLUSTER HOMES I CONDOMINIUM
ASSOCIATION, INC., a Florida non-profit corporation, on behalf of
the corporation.



(SEAL)

My Commission Expires:

J.H. Moor III
Notary Public

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

STATE OF FLORIDA }
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me
this 23 day of August, 1988, by JOSEPH VENA
Director of the BOARD OF DIRECTORS OF
CLUSTER HOMES I CONDOMINIUM ASSOCIATION, INC., a Florida non-
profit corporation, on behalf of the corporation.



(SEAL)

My Commission Expires:

J.H. Moor III
Notary Public

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92
Document Not for Resale
HomeWiseDocs

0R6824PG0532

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 23 day of August, 1988, by WALTER I. LARSON,
the President of CLUSTER HOMES II CONDOMINIUM ASSOCIATION, INC.,
a Florida non-profit corporation, on behalf of the corporation.


Notary Public

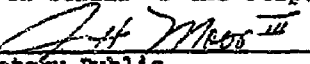
(SEAL)

My Commission Expires:

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 23 day of August, 1988, by WALTER I. LARSON,
the President of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a
Florida non-profit corporation, on behalf of the corporation.


Notary Public

(SEAL)

My Commission Expires:

J.H. MOOR, III, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 6/27/92

BYLAWS
OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

ARTICLE I. GENERAL

The provisions of this document constitute the By-laws of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., (the "Community Association") which Bylaws shall be utilized to govern the management and operation of the Community Association.

ARTICLE II. DEFINITIONS

The terms used in these Bylaws shall be defined as set forth in the Master Declaration and as follows, unless the context otherwise requires:

"Addendum" shall mean a duly recorded written document, however titled, which shall subject additional portions of the Real Property to the provisions of the Master Declaration, thereby including such land within Placido Bayou.

"Annual Assessment" shall mean each Unit's share of the funds required for the payment of Operating Expenses, which from time to time shall be assessed against the Owner based on the then current annual budget of the Community Association.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Community Association, as amended from time to time.

"Assessment" shall mean Annual Assessments, Special Assessments, Individual Assessments, and all other charges which are levied against a Member by the Community Association pursuant to any Master Document.

"Assessment Unit" shall mean each Unit which is assessable for Operating Expenses as more fully set forth at Article VI below.

"Board" shall mean the Board of Directors or other representative body responsible for administration of the Community Association.

"Community Properties" shall mean all portions of Placido Bayou designated as such by Developer and other real property which may be acquired by the Community Association as hereinafter provided. Community Properties shall be developed for the common use and enjoyment of the Owners and occupants of Placido Bayou as more fully described herein and shall include, without limitation, Thoroughfares, Lakes, Open Spaces, and recreational facilities operated by the Community Association, if any.

"Condominium" shall mean any condominium formed within Placido Bayou pursuant to the Florida Condominium Act.

"Condominium Unit" shall mean a part of any Condominium which is subject to exclusive ownership, as defined in the Declaration of Condominium for such Condominium, and shall also include former Condominium Units which were a part of a Condominium which has been terminated under the laws of the State of Florida.

"DRC" shall mean the Design Review Committee of the Community Association.

"Declaration" shall mean either a written instrument by which a Condominium has been created (a "Master Declaration of Condominium") or a duly recorded land use document whereby certain covenants, restrictions and easements have been impressed upon a Neighborhood (a "Master Declaration of Covenant").

"Developer" shall mean PLACIDO BAYOU JOINT VENTURE, its successors and assigns, provided there is an exclusive assignment of all of Developer's rights and obligations hereunder to such successor or assign. Additionally, Developer may assign all or only a portion of such rights and obligations as to all or only a portion of the Real Property. In the event of any such partial assignment, the assignee shall not be deemed Developer as to the rights and obligations created by the Master Declaration, but shall have only those rights and obligations specifically set forth in such assignment. Any such assignment may be made on a non-exclusive basis.

"Dwelling Unit" shall mean a Single Family residence and the Lot upon which it is constructed, unless the context requires a meaning of only the residence.

"Governmental Body" shall mean any governmental body, agency or entity which has authority over Placido Bayou or any portion thereof.

✓ "Individual Assessment" shall mean any financial charge levied by the Board against a specific Member pursuant to the terms of any Master Document, including, without limitation, the authority of the Board to enforce the provisions of the Master Documents by imposing fines, late charges and interest and any provision permitting the Community Association to collect attorneys' fees and costs.

"Lot" shall mean a portion of Placido Bayou which has been designated as a "lot" on the Plat of such portion of Placido Bayou. Developer expects to construct Dwelling Units on the Lots and, thereafter, each Lot and the residence constructed thereon may be referred to herein as a Dwelling Unit.

"Master Documents" shall mean the Master Declaration, all Addendums, any additional easement agreements recorded as to Placido Bayou, the Articles of Incorporation, the Bylaws, and the Rules, all as amended from time to time.

"Mortgagee" shall mean any lending institution, including one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, or any subsidiary thereof, any pension funds or business trusts, including but not limited to real estate investment trusts, and any other institutional lender engaged in financing the purchase, construction, or improvement of real estate, or any institutional assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities which holds a first mortgage on Placido Bayou or any portion thereof.

"Neighborhood" shall mean a particular area of Placido Bayou designated as a "neighborhood" by Developer. The name and boundaries of each Neighborhood have been or shall be specifically described in the Master Declaration or in the Addendum or Plat for the portion of Placido Bayou in which such Neighborhood lies. A Neighborhood may be comprised of adjoining property lying in one or more Sections.

"Neighborhood Area" shall mean the area within a Neighborhood which has been developed for the common use and enjoyment of all Owners within such Neighborhood, and which shall be specifically described in the Plat or Declaration for such Neighborhood.

"Neighborhood Association" shall mean any corporation not for profit, its successors and assigns, which is organized and Operated to provide for the maintenance, management and care of any Neighborhood, as provided in the Declaration for such Neighborhood. A Neighborhood Association shall be either a homeowners' association, a condominium association or other association created and formed to maintain, manage and care for a Parcel.

"Operate" (and all forms of such word) shall mean and include, as appropriate, to administer, manage, regulate, direct, coordinate, improve, repair, construct, maintain and develop.

"Operating Expenses" shall mean the expenses, reserves and assessments properly incurred by the Community Association for construction, installation, improvement, maintenance, upkeep, repair, and such other obligations as required or permitted by any Master Document in the Operation of Placido Bayou.

"Owner" shall mean the owner, from time to time, of a vested, present fee simple title to a Unit, and shall be synonymous with "member", except Developer shall be a member for so long as it owns any portion of Placido Bayou.

"Parcel" shall mean a portion of Placido Bayou which shall be developed by an individual or legal entity other than Developer, or which shall be developed by Developer for recreational use by the Owners. Each Parcel, either separately or together with other portions of Placido Bayou, shall also be designated as a Neighborhood and shall be deemed to contain an assigned number of units for purposes of voting and Assessments within the Community Association, all as more fully described hereinafter and in its Declaration.

"Parcel Owner" shall mean the owner from time to time, of the vested, present fee simple title to a Parcel.

"Placido Bayou" shall mean all portions of the Real Property subject to the Master Declaration, and shall be comprised of the land lying in every Section, from time to time.

"Placido Bayou Unit 1 Plat" shall mean the Plat recorded in Plat Book 88, Pages 2 through 5 of the Public Records, Pinellas County, Florida.

"Plat" shall mean a duly recorded written instrument filed by Developer, from time to time, whereby a portion of the Real Property is described and subdivided into lots, blocks, tracks or any combination thereof.

"Rules" shall mean all rules and regulations of the Community Association promulgated by Developer or by the Board pursuant to powers granted under any Master Document.

"Section" shall mean all portions of the Real Property described in a single Plat, which property has been made subject to the provisions of the Master Declaration. Each Section may be more specifically referred to by its corresponding Plat number; for example, all the land described in Placido Bayou Unit 1 Plat may be referred to as "Section 1."

"Single Family" shall mean either a single person occupying a Unit and maintaining a household, or two (2) to six (6) persons related by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household, or not more than four (4) unrelated persons occupying a Unit.

"Special Assessment" shall mean each Unit's share of the funds required for the payment of Operating Expenses which from time to time may be assessed against the Owner in addition to the Annual Assessment.

"Turnover Meeting" shall mean the membership meeting following the termination of voting classes of membership as described in the Master Declaration

"Unit" shall mean a Condominium Unit, a Dwelling Unit, a Lot or a Parcel; provided, however, that for purposes of Assessments and voting, a Parcel shall not be deemed a single Unit, but shall be deemed to contain the number of Units allocated to such Parcel as provided in the Master Declaration.

"Voting Member" shall mean any of the one (1) to three (3) individuals elected by each Neighborhood Association to exercise, on behalf of the Owners of Units lying within such Neighborhood, other than Developer, certain membership rights in the Community Association, including without limitation the right to cast the votes for all Units owned by such Owners in such Neighborhood, and shall also mean the individual appointed by Developer, from time to time, to serve as its Voting Member and to exercise its membership rights in the Community Association, including without limitation the right to cast all votes entitled to be cast by Developer.

"Voting Representative" shall mean the individual entitled to cast the vote for a Unit at membership meetings of the Neighborhood Association for such Unit, as further defined in the bylaws of such Neighborhood Association.

ARTICLE III. OFFICES AND AGENCY

1. Registered Office and Registered Agent. The registered office of the Community Association shall be located in the State of Florida at such place as may be fixed from time to time by the Board upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

2. Principal Office. The initial principal office of the Community Association shall be located at 9210 Fourth Street North, St. Petersburg, Florida 33702, which principal office may be changed from time to time by the Board as provided in these Bylaws.

ARTICLE IV. MEMBERS

1. Qualifications of Members. Those individuals, corporations, partnerships, trusts or other legal entities who own a vested present fee simple interest in a Unit shall be members. Any member which is not a natural person may exercise its membership rights, including without limitation its right to be elected an officer of the Community Association, through the individual appointed as its Voting Representative pursuant to the bylaws of its Neighborhood Association.

2. Manner of Admission. Each qualified entity designated in a deed or other instrument establishing title to a Unit shall automatically become a member of the Community Association. The member or members from each Unit shall promptly deliver a copy of said instrument, duly recorded, to the Community Association and shall obtain a written acknowledgement of said delivery signed by an officer of the Community Association.

3. Members' Rights. Every member who has complied with the requirements of Section 2 above shall have all the rights set forth in the Master Declaration and these Bylaws, including, but not limited to, the following:

(a) The right to receive notice of every meeting of the membership, as set forth in Article VI below.

(b) The right to attend every meeting of the membership.

(c) The right to vote on each matter brought before the membership, such voting right being exercised by a Voting Member as set forth in Article V below.

(d) The right to examine a copy of the proposed annual budget at least thirty (30) days prior to the Board meeting at which the budget shall be considered, together with a notice of such meeting. The Board meeting shall be open to all members.

(e) The right to receive annually a written summary of the accounting records of the Community Association as set forth at Section 4 of Article XVIII below.

(f) The right to inspect at reasonable times all books and records of the Community Association pursuant to Section 2 of Article XVIII below.

(g) The right to inspect, at reasonable times, a copy of each insurance policy obtained by the Community Association.

4. Obligations of Members.

(a) Every member shall be subject to the obligations and duties set forth in the Master Declaration and these Bylaws, as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(1) To conform to and abide by the Master Documents and to see that all persons claiming rights within Placido Bayou by, through or under him do likewise.

(2) To promptly pay all Assessments levied by the Community Association.

(3) To not use or permit the use of his Dwelling Unit, if he owns a Dwelling Unit, for any purpose other than as a Single Family residence.

(4) To promptly report to the Community Association any defect or need for repairs for which the Community Association is responsible.

(b) In the event of violation of any provision of this Section excepting Paragraph 4, the Community Association or any other Unit Owner may bring appropriate action to enjoin such violator or to enforce the provisions of the documents enumerated in Subsection (a) above, or sue for damages, or file a written complaint to initiate hearing procedures as provided in these Bylaws, or seek such other legal remedy, as deemed appropriate, or take all such courses of action at the same time as more fully set forth in these Bylaws.

5. Assessments. Membership shall be assessable pursuant to Article VI of the Master Declaration and Article XIV of these Bylaws.

6. Transferability of Membership. Membership in the Community Association may be transferred only as an incident to the transfer of the transferor's Unit, and such transfers shall be subject to the procedures set forth in the Master Declaration. Transfers of membership shall be made only on the books of the Community Association, and notice of each transfer shall be given in writing as set forth in Section 2 above.

7. Restriction of Rights. A member does not have any authority to act or speak for the Community Association by reason of being a member.

8. Termination of Membership. Membership in the Community Association shall be terminated automatically when title to the Unit supporting said membership vests in another legal entity; provided, however, any party who owned more than one (1) Unit shall remain a member of the Community Association so long as he shall retain title to any Unit.

ARTICLE V. VOTING

1. Voting Rights of Members. Unless otherwise provided and except for Parcel Owners, the record Owner, or all record Owners collectively if there are more than one, of each Unit shall be entitled to one vote on each matter brought before the membership of the Community Association, which vote shall be cast by the Voting Member(s) designated as set forth in the Master Declaration. No vote may be divided, no fractional vote shall be cast. Any vote may be cast in person or by proxy as set forth herein.

2. Failure to Designate. If no Voting Member(s) is duly designated by a Neighborhood at least five (5) days prior to a membership meeting, such failure shall result in depriving the Owners within said Neighborhood of a vote at such meeting; unless the Board, in its discretion, fixes a later date for determination of Voting Member(s) entitled to vote at the meeting. If fewer Voting Members than are required for a Neighborhood are appointed, the Voting Member(s) which has been appointed may cast the votes of the Neighborhood in the manner established by such Neighborhood. Any votes which are not eligible to be cast because of a failure to appoint any Voting Members shall not be counted in deter-

mining a quorum or sufficiency of approval for any matter brought before the meeting or for any other purpose.

3. Records of Membership.

(a) The Community Association shall keep a membership book containing the name and address of each member. A termination of membership shall be recorded in the membership book.

(b) At least fourteen (14) days before every membership meeting, a complete list, arranged numerically by Unit, of every Voting Member entitled to vote at such meeting or any adjournment thereof, with the address to which notice is to be sent, shall be prepared by the Secretary of the Community Association. This membership list shall be kept on file and in current status at the principal office of the Community Association; and any member or Voting Member shall be entitled to inspect the list at any reasonable time. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection at any time during the meeting.

(c) Notwithstanding anything contained in Subsection (a) above, to the contrary, if less than fourteen (14) days notice of the meeting is given, the membership list shall be prepared and kept on file from the date of such notice.

(d) If the requirements of Subsections (b) or (c) above have not been substantially complied with, on demand of any member or Voting Member, in person or by proxy, the meeting shall be adjourned until the Community Association has complied with the requirements. If no such demand is made, failure to comply with said requirements shall not affect the validity of any action at such meeting.

4. Adjourned Meetings. When a determination of Voting Members entitled to vote at any meeting of the membership has been made as provided in this Article, such determination shall apply to any adjournment thereof, unless the Board provides otherwise.

5. Proxies.

(a) At any meeting of the members, every Voting Member having the right to vote shall be entitled to vote in person or by proxy. A Voting Member shall name another officer or director of his Neighborhood Association as his proxy unless no such individual is able or willing serve in such capacity. Each proxy must be in writing and filed with the Secretary at any time before the appointed time of the meeting and shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Voting Member executing it. The appearance at any meeting of any Voting Member who has previously designated a proxy shall automatically revoke and terminate said proxy.

(b) Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is to be cast.

(c) No proxyholder may appoint a substitute to act in his place.

6. Quorum and Voting.

(a) The Voting Members representing a majority of the votes entitled to be cast, as fixed by these Bylaws, represented in person or by proxy shall constitute a quorum at any meeting of the membership. If, however, such quorum shall not be present, a majority vote of the Voting Members present in person or represented by proxy shall reschedule said meeting for a later date and time, which time shall be not less than two (2) days nor more than thirty (30) days thereafter, and adjourn. Notice of the adjourned meeting shall be given as set forth in Subsection 8 of Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called, however, thirty-four percent (34%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum, except for any matter which would materially affect the rights of Mortgagees.

(b) If a quorum is present, the decision of a majority of the votes cast shall be the act of the members unless otherwise provided by law, the Master Declaration, the Articles of Incorporation or these Bylaws. Election of directors shall be by a plurality of votes cast.

(c) After a quorum has been established at a membership meeting, the subsequent withdrawal of Voting Representatives, so as to reduce the number of votes available to be cast at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. The decision by a majority of the votes cast shall be the act of the membership unless otherwise provided by law, the Master Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE VI. MEMBER'S MEETINGS

1. Annual Meetings. The annual meeting of the members for the election of directors to serve on the Board and for the transaction of such other business as may properly come before the meeting, shall be held each year in the month of June on such day and at such time as the Board shall direct; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceeding annual meeting of the members.

2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, by the Board, or by the written request of the Voting Members entitled to cast not less than ten percent (10%) of the votes entitled to be cast. Such request shall state the purpose or purposes of the proposed meeting and the date said meeting shall be held; provided however, except in an emergency, at least five (5) days notice shall be given to each member and Voting Member. No business other than that specified as the purpose in said notice shall be discussed or transacted at such special meeting.

3. Turnover Meeting. Within sixty (60) days after the occurrence of any event described at Section 2 of Article V of the Master Declaration, the Community Association shall

*Law-307,
unless
1 week
is
prev. dir
in
34-law*

call, upon not less than thirty (30) days nor more than forty (40) days notice, a meeting of the members for the purpose of electing directors as required in the Master Declaration. Said Turnover Meeting may be called and the notice given by any Unit Owner if the Community Association fails to do so.

4. Time and Place of Meetings. All meetings of the membership shall be at such place as the Board may from time to time designate, on the date and hour set forth in the notice of said meeting; provided, however, no meeting shall be held on a legal holiday.

5. Notice.

(a) Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fourteen (14) nor more than forty (40) days before the meeting, unless otherwise provided herein, by or at the direction of the President, the Secretary or other persons calling the meeting. Notice shall be given to each Voting Member either personally or by first class mail. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the Voting Member at his address as it appears on the books of the Community Association, with postage thereon prepaid.

(b) Notwithstanding anything contained in this Section to the contrary, unless such right is waived in writing, notice of the annual meeting shall be sent by mail to each Voting Member and the post office certificate of mailing shall be retained as proof of such mailing.

(c) In addition and for the purpose of providing notice to the members, notice of each meeting shall be posted in one or more conspicuous places within Placido Bayou designated for such purpose at least fourteen (14) days prior to such meeting or, in the case of a special meeting, at the time notice is given, if this date is less than fourteen (14) days before said meeting.

6. Waiver of Notice. A written waiver of notice signed by any Voting Member, whether before or after the meeting, shall be equivalent to the giving of notice to such Voting Member. Attendance of a Voting Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the Voting Member attends a meeting for the express purpose as stated at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the membership need be specified in any written waiver of notice.

7. Adjourned Meetings. The Voting Members representing a majority of the voting rights present, whether or not a quorum exists, may adjourn any meeting of the membership to another time and place. Notice of such adjourned meeting as required in Section 5 above shall be given to the members and Voting Members by posting such notice in a conspicuous place in each Neighborhood. No further notice shall be required.

8. Action by Members Without a Meeting.

(a) Any action required by law or any Master Document, to be taken at any annual or special meeting of the membership, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by Voting Members representing not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all persons entitled to vote thereon were present and voted.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to each Neighborhood Association and those Voting Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

9. Recordation of Actions. All actions of the membership shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting; and such documents shall be made available, upon request, to members, or their authorized representatives, and directors at any reasonable time.

10. Procedure. The members may adopt their own rules of procedure which shall be consistent with the Master Documents and applicable law.

ARTICLE VII. DIRECTORS

1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Community Association shall be managed under the direction of, the Board; provided however, certain matters specified in the Master Declaration and these Bylaws shall be considered as authorized only after approval by the membership. The Board shall make appropriate delegations of authority to the officers; and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more committees to act on its behalf.

2. Qualification of Directors. The qualifications for becoming and remaining a director of the Community Association are as follows:

(a) Any director elected prior to the Turnover Meeting need not be a member of the Community Association.

(b) Every director elected at the Turnover Meeting and at all times thereafter shall be a member of the Community Association, provided however, no director entitled to be elected by Developer need be a member of the Community Association.

(c) Directors must be persons who are competent to contract.

(d) Not more than one (1) director shall be elected from any Neighborhood unless at least one (1) director is elected from every Neighborhood.

3. Duties of Directors.

(a) A director shall be expected to attend all meetings of the Board and of any committee of the Board to which he has been appointed.

(b) A director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Community Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Community Association whom the director reasonably believes to be reliable and competent in the matters presented;

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be to be within such person's professional or expert competence; or

(3) A committee upon which he does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

(d) A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

(e) A person who performs his duties in compliance with this Section shall have no liability by reason of being or having been a director of the Community Association.

4. Number. The number of directors of the Community Association until the Turnover Meeting shall be three (3). At that meeting and each annual meeting of the membership thereafter the number of directors shall be determined at said meeting, provided the number shall not be less than three (3) nor more than one and one-half ($1\frac{1}{2}$) times the number of Neighborhoods in Placido Bayou. These numbers may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

5. Election and Term.

(a) Each person named in the Articles of Incorporation as a member of the initial Board shall hold office until the Turnover Meeting of the membership and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

(b) All elections of directors must satisfy the requirements of the Articles of Incorporation and the Master Declaration.

(c) At the Turnover Meeting, one half ($\frac{1}{2}$) of the directors entitled to be elected by the membership, or as close to such number as possible, shall be elected to serve

until the next annual meeting. The remaining directors shall be elected to serve for an additional year and until the following annual meeting.

(d) At the annual meeting first described at Subsection (c) above and at each annual meeting thereafter, directors shall ordinarily be elected to serve a term of two (2) years. It is the intention of the Community Association that the terms of the directors shall be staggered so that at each annual meeting only one-half (1/2) of the number of directors specified in Section 4 above, or as close to such number as possible, shall be elected; therefore, directors may be elected for a term of one (1) year whenever the circumstances dictate such abbreviated term in order to maintain the intended balance.

(e) Each director elected under this Article shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

6. Compensation. At the Turnover Meeting and thereafter, the membership shall have the authority to fix the compensation, if any, of the directors; provided, however, no director entitled to be elected by Developer shall receive any fees or compensation for his services as director.

7. Removal of Directors.

(a) Any director who fails to attend three (3) consecutive meetings, whether annual, regular or special, of the Board without an excused absence, may be removed from the Board by a vote of a majority of the remaining directors, though less than a quorum of the Board. For purposes of this Subsection (a), the nature of an absence, whether excused or unexcused, shall be determined by the President of the Community Association; provided, however, any absence deemed by the President to be unexcused shall be submitted to the Board (without the affected director being entitled to a vote) for its determination of the nature of the absence, which determination shall be final and binding on all parties concerned.

(b) Subject to Developer's rights to appoint Directors, any director or the entire Board may be recalled and removed from office with or without cause, by the members; provided, however, the question of removal shall be divided so that the removal of each director is considered separately. A special meeting of the membership to recall a director or directors may be called by Voting Members holding not less than ten percent (10%) of the votes entitled to be cast giving notice of the meeting as required for a meeting of the membership. The notice shall state the purpose of the meeting and shall be accompanied by a dated copy of a signature list of the Voting Members holding at least ten percent (10%) of the votes entitled to be cast. The list must state that the purpose of the signatures is for recall.

(c) Any removal of a director from the Board shall be without prejudice to any contract rights of the director so removed.

8. Resignation of Directors. A director may resign from the Board by providing written notification of such resignation to the President of the Community Association, and such resignation shall become effective immediately upon re-

ceipt by the President of said written notification or at such later date as may be specified in the notification.

9. Vacancies. Any vacancy occurring in the membership of the Board, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board; provided, however, any vacancy occurring prior to the Turnover Meeting may be filled by Developer and any vacancy resulting from the removal of a director by the membership may be filled by the membership. A director so elected shall hold office for the term for which he is elected or for the remainder of the unexpired term of the director he is replacing. Nothing in this Section shall impair any rights of Developer to appoint one (1) or more directors.

10. Directors' Conflict of Interest.

(a) No contract or other transaction between the Community Association and one or more of its directors or any other corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed or known to the Voting Members entitled to vote, and they authorize, approve or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to the Community Association at the time it is authorized by the Board, a committee or the members.

Disclosure of such agreement by setting forth same in the Master Declaration, as initially declared or subsequently re-declared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise of the directors and officers of the Community Association of the powers pertinent thereto.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE VIII. DIRECTORS' MEETINGS

1. Annual Meetings. The annual meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of the members, provided a quorum shall then be present. If a quorum is not present, said annual meeting shall be held as soon thereafter as may be practicable on notice as provided at Section 7 below.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

3. Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or any two (2) directors.

4. Annual Budget Meetings. An Annual Budget Meeting shall be held during the last month of each accounting year or at such time as the Board shall direct for the purpose of adopting an annual budget for the Community Association for the coming accounting year. Written notice stating the place, day and hour of the meeting shall be delivered personally or by registered certified mail to each director at his address as it appears on the books of the Community Association no more than forty (40) days nor less than thirty (30) days before the meeting. Notice shall be given each Voting Member and each member pursuant to Section 1 of Article XIII below.

5. Place of Meetings. Meetings of the Board shall be held at such place as the directors may from time to time designate.

6. Open Meetings. Meetings of the Board shall be open to all Voting Members; provided, however, such right of attendance shall not prohibit the Board from acting by written consent as hereinafter provided.

7. Notice of Meetings.

(a) Unless otherwise provided, written notice stating the place, day and hour of any meeting of the Board must be given to each director not less than five (5) nor more than thirty (30) days before the directors' meeting, by or at the direction of the President, the Secretary or other persons calling the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the director at his address, as it appears in the records of the Community Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of, any meeting.

(b) Additionally, notice of every meeting of the Board, stating the place and time thereof, shall be posted conspicuously within Placido Bayou at the place or places designated for such notices at least forty-eight (48) hours prior to any such meeting to call the members attention thereto; provided, however, in the event of an emergency only such notice as is reasonable under the circumstances shall be required.

(c) Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessment.

8. Waiver of Notice. A written waiver of notice signed by any director, whether before or after any meeting, shall be equivalent to the giving of notice to said director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objec-

tions to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the directors need be specified in any written waiver of notice.

9. Presumption of Assent. A director of the Community Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

12. Voting.

(a) Each director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the directors. Proxy voting shall not be permitted.

(b) A majority vote by the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board, unless a greater number is required under any provision of the Master Declaration, the Articles of Incorporation or these Bylaws.

(c) A director may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

13. Action by Directors Without a Meeting. Any action required by law or any Master Document to be taken at a meeting of the directors, or any action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote. A copy of such consent shall be given to each Neighborhood Association within ten (10) days of obtaining such authorization by written consent.

14. Meeting By Communications Equipment. Any action required or permitted to be taken at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. When a telephone conference is used, a telephone speaker shall be attached so that any Voting Members present may hear the discussion.

15. Recordation of Actions. All actions of the Board shall be recorded in minutes. Upon request, such minutes shall be made available for inspection by members, or their authorized representatives, and directors, at any reasonable time.

16. Procedure. The directors may adopt their own rules of procedure which shall not be inconsistent with the Master Declaration, the Articles of Incorporation, these By-laws or applicable law.

ARTICLE IX. COMMITTEES

1. Function. Except where specifically delegated authority to act, committees shall serve in an advisory capacity to the Board and the membership, and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Community Association to which they have been delegated responsibility. The Design Review Committee ("DRC") shall have the authority set forth in the Master Declaration and such further authority as may be delegated from time to time.

2. Types of Committees. There shall be a DRC. The Board, by resolution adopted by a majority of the full Board, may appoint such other standing committees or ad hoc committees as it deems necessary from time to time.

3. Committee Powers. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

- (a) Fill vacancies on the Board or any committee thereof;
- (b) Adopt, amend or repeal the Bylaws;
- (c) Amend or repeal any resolution of the Board;
- (d) Act on matters committed by Bylaws or resolution of the Board to another committee of the Board.

4. Appointment. The Board shall appoint committee members from among the directors and members of the Community Association, and shall designate a chairman and a secretary for each committee. The Chairman of the DRC shall be a director.

5. Term. The members and officers of each committee shall be initially appointed at any meeting of the Board, and, thereafter shall be appointed at the annual meeting of the Board. Said appointees shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his earlier resignation, disqualification, removal from office, death, or until such committee shall terminate, whichever first occurs.

6. Removal of Committee Members. Any committee member may be removed from office at any time, with or without cause, by the Board.

7. Resignation of Committee Members. Any committee member may resign therefrom by providing written notification of such resignation to the President of the Community Association, and any such resignation shall become effective

immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of any committee and any membership thereon to be filled by reason of an increase in the number of members of a committee shall be filled by the Board.

ARTICLE X. COMMITTEE MEETINGS

1. Regular Meetings. Regular meetings of each standing committee shall be held, as determined by the chairman of the committee. There shall be no regular meetings of any ad hoc committee unless established by the chairman of said committee.

2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

3. Place of Meetings. Committee meetings shall be held at such other place as the chairman of the committee may from time to time designate.

4. Notice of Meetings. Written or oral notice stating the place, day and hour of any regular or special meeting of the committee must be given to each committee member not less than three (3) nor more than thirty (30) days before the committee meeting. The notice need not specify the business to be transacted at, nor the purpose of any meeting. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice to said committee member. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a committee need be specified in any written waiver of notice.

5. Quorum. A majority of the number of members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

6. Voting.

(a) Each committee member present at any meeting of a committee shall be entitled to one (1) vote on each matter submitted to a vote of the committee members; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required by resolution of the Board.

7. Action Without a Meeting.

(a) By Written Consent. Any action required or which may be taken at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required or which may be taken at a committee meeting may be taken by means of a conference telephone or similar communi-

C

cations equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE XI. OFFICERS

1. Designation. The officers of the Community Association shall consist of a president, past president, (when appropriate), one or more vice-presidents (as determined necessary by the Board), a secretary and a treasurer. The Community Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time.

2. Duties. The officers of the Community Association shall have the following duties:

(a) President. The President shall be the chief executive officer of the Community Association, having general overall supervision of all the business and officers of the Community Association, subject to the directions of the Board. He shall preside at all meetings of the members and Board, and shall be an ex officio member of all standing committees. He shall execute with the Secretary or any other officer authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which are duly authorized to be executed, except where the same is required or permitted by law to be otherwise signed and executed, and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Community Association. He shall perform any and all other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

(b) Past President. The immediate past President of the Community Association shall, at the conclusion of his term in office, assume the office of Past President. The primary function of the Past President shall be to provide continuity from his administration to that of his successor and be a source of information, guidance and inspiration to all officers of the Community Association.

(c) Vice-President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one vice-president, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or by the

(d) Secretary. The Secretary shall have custody of and maintain all of the corporate records except those maintained by the Treasurer; shall have custody of the corporate seal, shall record the minutes of all meetings of the membership and of the Board; shall have the primary responsibility, but not the exclusive right, to give notices required by these Bylaws; and shall perform any and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President. The Secretary may attest to any agreement or recordable instrument on behalf of the Community Association, but such attestation is not required.

(e) Treasurer.

(1) The Treasurer shall have charge and custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Board and the membership and whenever else required by the Board or the President; shall deposit all monies and other valuable effects in the name of and to the credit of the Community Association in such depositories as may be designated from time to time by the Board; and shall perform any and all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board or the President. The Treasurer shall be bonded by the Community Association.

(2) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

(3) He shall give status reports to potential transferees, on which reports the transferees may rely.

(4) The Community Association may hire a manager or other qualified person to perform any or all of the duties of the Treasurer.

3. Election and Term.

(a) Each person named as an officer in the Articles of Incorporation shall hold office until the first annual meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death.

(b) At the each annual meeting of the Board, a majority of the directors then in office shall elect the officers of the Community Association for the ensuing year. The Board may elect the same person to fill any two or more offices, and the failure to elect a president, vice-president, secretary or treasurer shall not affect the existence of the Community Association. No officer excepting the President need be a member of the Board, but, after the Turnover Meeting, each officer shall be a member of the Community Association.

(c) Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification removal from office or death.

4. Removal of Officers. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause whenever in its judgment the best interests of the Community Association will be served thereby.

5. Resignation of Officers. Any officer or agent elected or appointed by the Board may resign such office by providing written notification of such resignation to the President or to the Secretary of the Community Association, and such resignation shall become effective immediately upon receipt of said notification or at such later date as may be specified in the notification.

6. Vacancies. Any vacancy, however occurring, in any office, may be filled by the Board. Any officer so elected

shall hold office for the unexpired term of the officer he is replacing.

7. Compensation. At any time after the Turnover Meeting, the Board shall have the authority to fix and pay compensation in a reasonable amount to any of its officers for services rendered by reason of said office.

8. Bonding. The Community Association shall provide for fidelity bonding of all officers, directors or other persons who control or disburse funds of the Community Association as set forth at Section 10 of Article XVII below. The Community Association may bond any officer of the Community Association and shall bear the cost of such bonding.

ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification for Actions, Suits or Proceedings.

(a) The Community 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, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Community Association) by reason of the fact that he is or was a director or officer of the Community Association, or is or was serving at the request of the Community Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, 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 Community Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful. The adverse termination of any action, suit or proceeding by judgment, order, settlement, conviction, or 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 in which he reasonably believed to be in, or not opposed to, the best interests of the Community Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Community 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 Community Association to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Community Association, or is or was serving at the request of the Community Association as a director or officer of another 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 Community Association; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Community 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 circumstances of the case, such person is firmly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer, of the Community Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Notwithstanding anything contained herein to the contrary, any indemnification under Subsections (a) or (b) (unless ordered by a court) shall be made by the Community Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Subsection (a) or (b). Such determination shall be made:

(1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or

(2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or

(3) by the members.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Community Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Subsection (d) upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Community Association as authorized in this Section.

2. Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the members or disinterested directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

3. Liability Insurance. Upon the majority vote of a quorum of the Board, the Community Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Community Association, or is or was serving at the request of the Community Association, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Community Association shall have indemnified him against such liability under the provisions of this Article XII.

ARTICLE XIII. ANNUAL BUDGET

1. Adoption by Board. The proposed annual budget for Operating Expenses for the Community Association shall be adopted by the Board. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual Operating Expenses, unless otherwise waived by the Community Association, the budget shall include reserve accounts for capital expenditures and deferred maintenance. A copy of the proposed annual budget of Operating Expenses shall be mailed, by regular mail, to the Voting Members and to each Neighborhood Association not less than thirty (30) days prior to the meeting at which the budget shall be considered together with a notice of such meeting. Such meeting shall be open to the members.

2. Excessive Assessments. In the event the adopted budget requires Annual Assessments against Unit Owners in any accounting year exceeding one hundred fifteen percent (115%) of such Annual Assessments for the preceeding year, and upon written application of Voting Members entitled to vote at least ten percent (10%) of the votes entitled to be cast, the Board shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Voting Member and Neighborhood Association. The purpose of the special meeting shall be to consider and enact a budget. The Board may propose a revised budget to the Voting Members at such membership meeting, or in writing prior to said meeting.

At the special meeting or any adjournment thereof, the membership shall consider and enact a budget. The adoption of the annual budget by the membership shall require the approval of a majority of all votes eligible to be cast.

In the event the membership is unable to adopt a budget at the special meeting or adjournment thereof, within five (5) days the Board shall hold a special meeting and adopt an annual budget which does not require Annual Assessments against Unit Owners in the accounting year exceeding one hundred fifteen percent (115%) of such Annual Assessments for the preceeding year.

3. Determination of Increase. In determining whether Annual Assessments exceed one hundred fifteen percent (115%) of Annual Assessments for the prior year, there shall be excluded from the computation any provision for reasonable reserves for repair or replacement of the Community Properties, anticipated expenses of the Community Association which are not expected to be incurred on a regular or annual basis, or Annual Assessments for betterments to the Community Properties.

4. Limit on Increase of Budget. As long as Developer is in control of the Board, said Board shall not impose an Annual Assessment for a year greater than one hundred fifteen percent (115%) of the prior accounting year's Annual Assessment without the approval of a majority of all votes eligible to be cast.

ARTICLE XIV. ASSESSMENTS

1. Determination and Payment. After adoption of a budget, a determination of the Annual Assessment shall be made by apportioning the total sum of said budget among the Owners according to the provisions for sharing Operating Expenses set forth in the Master Declaration. As provided in the Master

Declaration, each installment of the Annual Assessment may be collected by the Neighborhood Association for the Neighborhood in which the Unit is located, in which case assessments of both associations may be made against Owners as a single sum. The Annual Assessment shall be payable in monthly installments on the first (1st) day of each month. The Board shall promptly deliver or mail to the Owner of each Unit which is assessed or to such other person designated, in writing, to receive such notice, a statement setting forth the amount of the Annual Assessment, the amount of each monthly installment and the dates on which payment is due. In the alternative, the Board can provide such notice to the each Neighborhood Association for further transmittal to their respective members. The statement shall indicate whether the annual assessments of the Community Association and the appropriate Neighborhood Association shall be collected as a single sum and, if so, the amount of each such assessment. Such payments shall be due and payable regardless of whether or not members are sent or actually receive a written notice.

2. Failure to Adopt a Budget. If an annual budget has not been adopted for the accounting year at the start of said year, an Annual Assessment in the amount of the last prior Annual Assessment shall continue in force until changed by an amended Annual Assessment.

3. Excess Income. If for any reason, the budget provides income in excess of the Community Association's needs, such over-assessments shall be retained by the Community Association in its account to be applied to any reserve account or to the next ensuing year's expenses or rebated to the members, at the direction of the Board.

4. Amended Budget. Subject to the requirements of Article XIII above, in the event the Annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board.

5. Other Assessments. The Board shall have power to levy Special Assessments as necessary for actual economic needs of the Community Association. Additionally, Individual Assessments may be levied against individual Owners in accordance with the terms of any Master Document.

6. Initial Contribution Fund. The initial purchaser of a Unit, at the time of purchase, shall pay an initial fee of an amount equal to two monthly installments of his Annual Assessment as determined at said time, which sum shall be over and above the other Assessments provided for herein. During the specified period of times Developer has guaranteed that the Assessments for Operating Expenses shall not increase over a stated dollar amount, which time period and dollar amount are set forth in the initial budget of the Community Association, these initial contributions shall be held in a general reserve fund. Upon the termination of such guarantee period, the funds or any portion thereof may be reallocated for other purposes in accordance with Section 8, below.

7. Exemption of Developer. Notwithstanding anything contained in any Master Document to the contrary, Developer shall not be assessed as a Unit Owner for capital improvements without its written approval so long as it holds Units for sale in the ordinary course of business.

8. Reserves. Funds reserved pursuant to an annual budget or resolution of the Board shall be used for the purposes for which they are reserved unless their use for another purpose is approved by the membership.

ARTICLE XV. RULES AND REGULATIONS

1. Purpose. The Rules of the Community Association shall be a list of certain reasonable restrictions on and requirements for the use, maintenance, and appearance of the Community Properties or portions thereof and any land or facilities which may become subject to Community Association powers. The Rules shall be in addition to all other requirements of the Master Declaration, the Articles of Incorporation and Bylaws and all applicable documents of the appropriate Neighborhood Association.

2. Modification. Certain Rules have been promulgated by Developer and a copy thereof is on file with the Secretary of the Community Association. These Rules may be modified, amended or repealed and new Rules may be adopted from time to time by the majority vote of the Board or the membership.

3. Application. Every Owner, occupant, guest and invitee shall be subject to the Rules. A copy of such Rules, as amended from time to time, shall be made available by the Community Association to all Unit Owners and occupants of any Unit on request, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any Rule.

4. Exceptions. The Board may, under special circumstances, waive or vary specific restrictions or requirements in individual cases upon a vote of two-thirds (2/3) of the entire Board. The Board may impose conditions on any waiver or variance.

ARTICLE XVI. REMEDIES FOR VIOLATION AND DISPUTES

1. Legal Remedies.

(a) In the event of violation of the provisions of any Master Document, the Community Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of such document or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Community Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations.

(b) In the event of such legal action brought against an Owner, the losing defendant shall pay all costs and expenses, including, but not limited to, legal fees incurred prior to litigation, filing and service of process fees, reasonable attorneys' fees and court costs incurred by the Community Association incident to the proceeding, during trial, upon any appeal and in any post judgment proceedings. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Community Association, and with the intent of all Owners to give to the Community Association a method and pro-

cedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from Owners and to preserve each Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

(c) The costs and expenses authorized at Subsection (b) above shall be assessed against the Owner's Unit as an Individual Assessment collectible in the same manner as any other Assessment of the Community Association.

2. Hearing Procedures.

(a) Written Complaint. An action under this Section is initiated upon the filing of a written complaint by any member of the Community Association or by any officer or director with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Master Document which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

(b) Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereon on the respondent by any of the following means: [1] personal delivery or [2] registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Community Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States Postal Service. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense", further described at Subsection (d) below, and a "Notice of Hearing" as set forth in Subsection (c) below. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein.

(c) Notice of Hearing. Along with service of complaint, the Board shall serve a Notice of Hearing, as provided herein, on all parties giving at least twenty (20) days notice of said hearing. The Notice to the respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the Community Association at _____ on the _____ day of _____, 19____, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items applying to the Board of Directors."

If any of the parties can, within forty-eight (48) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Board may reset the time and date of hearing and promptly deliver notice of the new hearing date.

(d) Notice of Defense. Service of complaint and Notice of Hearing shall be accompanied by a Notice of Defense which shall be signed by respondent, or on behalf of respondent, and returned to the Board within forty-eight (48) hours after service or respondent shall be deemed to have admitted to the complaint in whole.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the Board as herein provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the Board may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the Board shall meet to determine appropriate action or penalty if any.

(e) Cease and Desist Orders. The Board may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent, such cease and desist order to be substantially in the following form:

"The Board of Directors has received the attached complaint."

"By authority of Article XVI, Section 2 of the Bylaws, the Board hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the Board of Directors or court of law permits."

"Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

(f) Insufficient Complaint. Any objections to the form or substance of the complaint shall be considered by the Board within five (5) days of their receipt. The Board shall make its determination and notify all parties within said five (5) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Board that the complaint is still insufficient, then the matter shall be dismissed by the Board.

(g) Amended or Supplemental Complaints. At any time prior to the hearing date, the Board may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the Board shall afford the respondent a reasonable opportunity to prepare his defense thereto.

(h) Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Board or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and

addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

(i) Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine such author, or if the opportunity to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

(j) Constraints on the Board. It shall be incumbent upon each director to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Board and remove himself from the proceedings and have it so recorded in the minutes.

The respondent may challenge any director for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge. A majority of the Board may sustain the challenge, removing the director from the proceedings and have it so recorded in the minutes. All the decisions of the Board in this regard shall be final.

In either event, the President shall appoint another director to replace the director so removed or, if no other director is available or qualified, a Voting Member to serve as a temporary director.

(k) Hearing.

(1) Each hearing, including all preliminary matters prior to the hearing shall be before three (3) directors and their action shall be the action of the Board, provided, however, whenever the Board has commenced to hear the matter and a director is forced to withdraw prior to a final determination, the remaining directors shall continue to hear the case.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Community Association.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The Board shall choose one director who shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

(1) Authorized Action. At the conclusion of testimony, the Board shall deliberate the evidence. By a vote of the directors, the Board shall determine whether the allegations as presented constitute a violation of the covenants or rules and regulations. If the Board concludes that a violation has taken place, it shall have the following elections:

- (1) Reprimand;
- (2) Levying a fine in such amount as the occasion determines;
- (3) Authorize the initiation of appropriate action.

(m) Fines. Fines levied by the Board pursuant to Subsection (1) shall be considered an Individual Assessment against the member, leviable by the Board against the Unit and collectible in the same manner as any other Assessment of the Community Association.

ARTICLE XVII. INSURANCE, BONDING

The insurance, other than title insurance, which shall be carried upon the Community Properties, shall be governed by the following provisions:

1. Liability Insurance. The Board shall obtain and maintain public liability and property damage insurance covering all of the Community Properties and insuring the Community Association and the Owners, as their interests appear, in such amount as the Board may determine from time to time, in its sole discretion. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Owners as a group to an Owner.

2. Casualty Insurance. The Community Association shall obtain and maintain fire and extended coverage insurance, vandalism and malicious mischief insurance, and, if any real property is in an area identified by the Department of Housing and Urban Development as having a special flood hazard, flood insurance. Such insurance shall insure all of the insurable

improvements comprising the Community Properties in an amount equal to the maximum insurable replacement value, in accordance with the original plans and specifications, as actually built, including modifications, if any, as determined annually by the Board. It shall not be the responsibility of the Community Association to obtain insurance coverage upon the real or personal property owned by any Neighborhood Association nor upon the real or personal property or for living expenses of any Owner.

3. Workmen's Compensation. The Board shall obtain Workmen's Compensation insurance to meet the requirements of law.

4. Other Insurance. The Board may obtain such other insurance as the Board shall determine from time to time to be desirable.

5. Insurance on Units. Each Owner shall be solely responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his Unit, and for purchasing insurance upon his real and personal property and for living expenses.

6. Community's Power to Compromise Claims. The Community Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Community Association and for the purpose of executing and delivering releases therefor, upon the payment of claims.

7. Owners' Liability. Anything in this Article XVII to the contrary notwithstanding, each Owner shall be responsible to the Community Association for payment of any deductible from the insurance proceeds required by the Community Association's liability, casualty, Workmen's Compensation and such other insurance policies in force under the terms of this Article, for any claim arising as a result of the Owner's act or omission, or that of any guest, invitee or lessee of the Owner. The Community Association shall have the power to assess any Owner for such deductible.

8. Miscellaneous. Premiums for all insurance coverage obtained by the Community Association, and other expenses in connection with such insurance, shall be paid by the Community Association and be charged as an Operating Expense. All such insurance shall be placed with good and responsible companies, authorized to do business in Florida.

10. Fidelity Bonds. The Community Association shall provide fidelity bonding in the principal sum of not less than \$10,000.00 for all officers or directors who control or disburse funds of the Community Association.

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

1. Accounting Year. The accounting year of the Community Association shall begin on the first day of July in each year. The Board is expressly authorized to change this accounting year by resolution at any time for the convenience of the Community Association.

2. Books and Records.

(a) The Community Association shall keep minutes of the proceedings of its members, its Board and its committees, which minutes shall be available for inspection by Owners, or their authorized representatives, and by directors at any reasonable time. The Community Association shall maintain these minutes for a period of not less than seven (7) years.

(b) The Community Association shall maintain correct and complete books and records of account. These records shall be open to inspection by Owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to Owners or their authorized representatives. Failure to permit inspection of the Community Association's accounting records by Owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorneys' fees from the person or persons in control of the books and records who, directly or indirectly, deny access to the books and records for inspection. The accounting records shall be maintained according to good accounting practices. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each Unit, designating the name and current mailing address of the 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.

(c) A copy of each insurance policy obtained by the Community Association shall be made available for inspection by Owners at reasonable times.

(d) The membership list required by Section 3 of Article V above shall be made available for inspection by Owners or their authorized representatives at any reasonable times.

(e) Current copies of the Master Documents, corporate books, records and the most recent annual audited financial statement, if such is prepared, shall be available for inspection by prospective purchasers, Owners, lenders and by holders, insurers or guarantors of any first mortgage on any Unit upon request, during normal business hours or under other reasonable circumstances.

3. Funds.

(a) All funds of the Community Association shall be deposited from time to time to the credit of the Community Association in one or more such banks, trust companies or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary.

(b) Community Association funds shall be used only for Community Association purposes and may not be expended for the purposes of Developer, including but not limited to sales and promotion activities, utilities or other costs for construction activities or repair or replacement which is within the warranty obligations of Developer, nor may Community Association personnel be used for such purpose at Community Association expense.

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over \$50.00 must be signed by two authorized signers, one of whom must be an officer of the Community Association; checks for less than Fifty Dollars (\$50.00) may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

(d) Drafts or other orders for the payment of money, excepting depository accounts, and all notes or other evidences of indebtedness issued in the name of the Community Association shall be signed by such officers or officers, agent or agents of the Community Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and countersigned by the President.

4. Financial Information. Within three (3) months following the end of the accounting year of the Community Association, the Board shall mail or furnish by personal delivery to each Owner a complete financial report of actual receipts and expenditures for the previous accounting year. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Costs for roadway building and repair;
- (i) Costs for lake maintenance;
- (j) Insurance costs;
- (k) Administrative and salary expenses; and
- (l) General reserves, maintenance reserves, and depreciation reserves.

ARTICLE XIX. EMINENT DOMAIN

(a) The Community Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Community Properties, or part thereof.

(b) In the event of a taking or acquisition of part or all of the Community Properties by a condemning authority, the award or proceeds of settlement shall be payable to the Community Association for the use and benefit of the Owners and their mortgagees as their interest may appear.

ARTICLE XX. NON-PROFIT OPERATIONS

The Community Association shall not authorize nor issue shares of stock. No dividend will be paid, and no part of the income of this Community Association will be distributed to its members, directors or officers. However, the Community Association may pay compensation in a reasonable amount to members, officers or directors for services rendered, subject to the limitations of Section 6 of Article VII and Section 7 of Article XI.

ARTICLE XXI. CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Community Association, the state of incorporation, the year of incorporation, and the words "corporation not for profit".

ARTICLE XXII. MODIFICATION OF BYLAWS

These Bylaws may be revised, amended or repealed, unless specifically prohibited herein, at any meeting of the Board or the membership by a majority vote, provided that notice of said meeting is given in accordance with these Bylaws, and that said notice contains a full statement of the proposed amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws 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 preceeding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ____ for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Unit.

ARTICLE XXIII. MISCELLANEOUS

1. Articles and Other Headings. The Article and Section headings contained in these Bylaws are for reference purposes only and shall not affect the meaning or interpretation of these Bylaws.

2. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

3. Members and Owners. By the terms of the Master Declaration, all Owners shall be members and all members must be Owners; therefore, said designation shall be deemed synonymous. Notwithstanding the foregoing Developer shall be a member of the Community Association for so long as it owns any portion of Placido Bayou.

4. Revocability of Authorizations. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Community Association shall preclude the Board from exercising the authority required to meet its responsibility for the Operation of Placido Bayou. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

5. Validity. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect. Defects or omissions in the Bylaws shall not affect the validity of the Community Association or the title to the Community Properties.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that I am the Secretary of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, and the foregoing Bylaws of said Community Association were duly adopted by the Board of Directors of the Community Association at the Organizational Meeting of said directors held on _____, 19__.

Dated: _____, 19__

Secretary

HISTORY OF BYLAWS

The initial Bylaws of Placido Bayou Community Association, Inc., were first adopted on _____, 19____.

Amendments made subsequent to _____, 19____, should be listed below.

AMENDMENTS

CHANGE
NUMBER

DATE OF ADOPTION BY
MEMBERSHIP OR BOARD

SECTIONS
AMENDED

89036457

OR6936PG0734

KARLEEN F. LE BLANC
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL

CERTIFICATE OF AMENDMENT

09 FEB 14 AM 9:54

TO THE BY-LAWS OF

PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an exhibit to the Declaration of Covenants, Restrictions and Easements for Placido Bayou, as described in Book 5848 at Page 1477 of the Official Records of Pinellas County, Florida was duly adopted in the manner provided in Article XXII of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of December, 1988, at Pinellas County, Florida.

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.

(SEAL)

Witnesses:

W R Goff
Robert H Carr

By: Walter Larson
WALTER LARSON, President

Attest: John H Moore III
Secretary

14067566 SEM 02-14-89 07:51:00

01 -

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

RECORDING 1 \$10.50

TOTAL: \$10.50

On this 23 day of December, 1988, personally appeared WALTER LARSON, President, and JOHN H MOORE III, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Mildred E. LeBlanc
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 20, 1992

ADOPTED AMENDMENTS TO BY-LAWS OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.,
A CORPORATION NOT-FOR-PROFIT

Additions indicated by underlining.
Deletions indicated by striking through.

ARTICLE XVIII. BOOKS RECORDS AND FINANCES

3. Funds.

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over One-Thousand Five-Hundred Dollars (\$1,500.00) ~~\$50.00~~ must be signed by two authorized signers, one of whom must be an officer of the Community Association; checks for less than One-Thousand Five-Hundred Dollars (\$1,500.00) ~~Fifty-Dollars-(\$50.00)~~ may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

INST # 91-069403
MAR 19, 1991 12:14PM

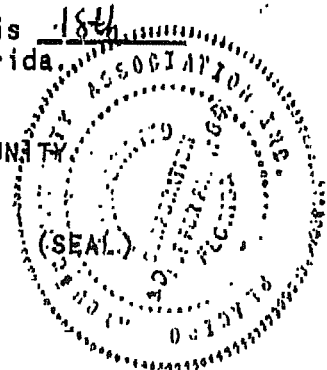
PINELLAS COUNTY FLA,
OFF. REC. BK 7519 PG 289

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an exhibit to the Declaration of Covenants, Restrictions and Easements, for Placido Bayou, as described in Book 5848 at Page 1264 of the Official Records of Pinellas County, Florida was duly adopted in the manner provided in Article XXII of the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 18th
day of FEB, 1991, at Pinellas County, Florida.

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.



Witnesses:

WR Cook

Catherine A. Landsparger

By: [Signature]
WALTER LARSON, President.

ATTEST: [Signature]
J. H. MOOR III, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

On the 18th day of FEB, 1991, personally appeared WALTER LARSON, President, and J. H. MOOR III, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

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

Mildred C. LeBlanc
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 20, 1992

Prepared by and return to:
Robert L. Tankel, Esq.
Becker & Poliakoff, P.A.
1150 Cleveland St., Suite 420
Clearwater, FL 34615-6933



ADOPTED AMENDMENTS TO BY-LAWS OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.,
A CORPORATION NOT-FOR-PROFIT

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

3. Funds.

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over Three Thousand Dollars (\$3,000.00) must be signed by two authorized signers, one of whom must be an officer of the Association; checks for less than Three-Thousand Dollars (\$3,000.00) may be signed by any one of the authorized signers. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

27073225 RMH	03-19-91	10:48:24
01 -		
RECORDING	1	\$10.50

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

99-235804 JULY-16-1999 3:38pm
PINELLAS CO BK 10592 PG 198

60226040 07-16-1999 15:38:31 SSS
01 3010 00000760
CTF-PLACIDO BAYOU
RECORDING 002 PAGES 1 \$10.50
TOTAL: \$10.50
CHARGE AMOUNT: \$10.50

27 Chg 760
01 RECORDING
REC 10.50
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 10.50

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.**

We, Larry N. Fernald, as President and Ann Wiley, as Secretary of Placido Bayou Community Association, Inc., do hereby certify that by the affirmative vote of not less than a majority of the voting members at the Association's annual meeting held June 29, 1999, held in accordance with the Bylaws of this Association, the following amendment to the Bylaws were duly enacted:

ARTICLE VII, SECTION 4 OF THE BYLAWS IS AMENDED TO READ AS FOLLOWS:

4. **Number.** The number of directors of the Community Association until the Turnover Meeting shall be not less than seven (7) three (3). At that meeting and each annual meeting of the membership thereafter the number of directors shall be determined at said meeting, provided the number shall not be less than three (3) nor more than one and one-half (1 1/2) times the number of Neighborhoods in Placido Bayou. These numbers ~~The number of directors~~ may be increased or decreased from time to time by amendment to these Bylaws a vote of not less than three-quarters (3/4) of the Board of Directors not less than sixty (60) days prior to the Annual Meeting of the members, but no No decrease shall have the effect of shortening the term of any incumbent director.

CODING: The full text to be amended is stated: New words to be inserted are underlined and deleted text is indicated by striking out the text.

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 33756

PLATS PERTAINING HERETO ARE
RECORDED IN PLAT BOOK 88,
PAGE 2, ET SEQ, AND THE MASTER
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
IS RECORDED IN O.R. BOOK 5848,
PAGE 1477, ET SEQ.

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.

By: Larry N. Fernald
Larry N. Fernald, President

ATTEST:

Anne Wiley
Anne Wiley, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of July, 1999 by Larry N. Fernald and Anne Wiley, President and Secretary, respectively, of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., who are personally known to me or who have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Bylaws of Placido Bayou Community Association, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

IRENE A. BRASSARD
Notary Public, State of Florida
My comm. exp. May 5, 2003
Comm. No. CC821065

Irene A. Brassard (SEAL)
Notary Public / State of Florida at Large

Irene A. Brassard
IRENE A. BRASSARD
Notary Public, State of Florida
My comm. exp. May 5, 2003
Comm. No. CC821065

Commission Number CC 821065
My Commission Expires: 5/5/03

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913
(813) 204-6492
(813) 223-9620 fax

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.**

We, Virginia Lomagnò, as President and John Matson, as Secretary of Placido Bayou Community Association, Inc. do hereby affirm that at the special meeting of the members of Placido Bayou Community Association, Inc. held on July 17, 2007 and continued on August 30, 2007 the following amendments to the Bylaws for Placido Bayou Community Association, Inc., were approved by the affirmative vote of not less than a majority of the Voting Members:

I. Article IX, Section 4 of the Bylaws of Placido Bayou Community Association, Inc., which are referenced to in the Declaration of Covenants, Restrictions and Easements for Placido Bayou as Recorded in O.R. Book 5848, Page 1477 of the Public Records of Pinellas County, Florida, is amended to read as follows:

Section 4. Appointment. The Board shall appoint committee members from among the directors and members of the Community Association, and shall designate a chairman and a secretary for each committee. ~~The Chairman of the DRC shall be a director.~~

II. Article XXII of the Bylaws of Placido Bayou Community Association, Inc., is amended to read as follows:

Article XXII. MODIFICATION OF BYLAWS

These Bylaws may be revised, amended or repealed, unless specifically prohibited herein, at any meeting of ~~the Board or~~ the membership by a majority vote, of the votes cast by the Voting Members, one vote per unit reflecting all votes actually cast regardless of any quorum requirement in any Neighborhood Association Bylaw or Declaration, provided that notice of said meeting contains a full statement of the proposed amendment. No Bylaw 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 Bylaws 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

**Certificate of Amendment to the Bylaws of
Placido Bayou Community Association, Inc.
Page 2**

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 pro-posed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Unit.

CODING: The full text to be amended is stated: New words to be inserted are underlined and deleted text is indicated by ~~striking-out the text~~.

**PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.**

By: Virginia Lomagno
Virginia Lomagno, President

Attest:

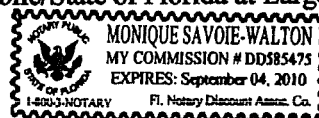
John Matson

John Matson, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 28 day of November, 2007, by Virginia Lomagno, President and John Matson, Secretary, of Placido Bayou Community Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Bylaws for Placido Bayou Community Association, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

Monique Savie-Walton
Notary Public/State of Florida at Large



461026

40 Rec 207.00
 41 St _____
 42 Sur _____
 43 Int _____
 Tot 207.00

11 CHG 229
GNMB
 40 Rec 1.00
 46 Pos _____
 Total 1.00 384201617

RETURN TO: This instrument is filed by:
 LINDA A. EARLE
 Attorney at Law
 GREEN & MASTREY, P.A.
 P.O. Box 367
 St. Petersburg, Florida 33731

18 18090667 77 1. 265E04
 40 269.00
 TOTAL 209.00 CHK

MASTER DECLARATION

OF

0.1.5848 PAGE 1477

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PLACIDO BAYOU

18 18090670 77 11. 245E04
 40 1.00
 3 229 TOTAL 1.00 CHRG

FILED IN PLACIDA
 COUNTY OF FLORIDA
 CLERK CIRCUIT COURT
 25 6 35 PM '84

THIS MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Master Declaration") is made this 11th day of September, 1984, by and between LLOYD E. WILLIAMS, JR., J. K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture (collectively the "Developer") and PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "Community Association").

RECITALS

(A) Developer is the fee simple owner of certain real property located in Pinellas County, Florida, (the "County") more particularly described in Exhibit A attached hereto (the "Real Property"). Developer intends to create a multiphased community to be known as "Placido Bayou" upon all or portions of the Real Property ("Placido Bayou"). Of necessity, Placido Bayou will expand as the projected development of the Real Property proceeds.

(B) Developer desires to provide a uniform plan for the development, expansion and continued operation of Placido Bayou and for the preservation of the values, amenities and aesthetic standards therein, including the maintenance of certain common properties which shall be developed for the common use and enjoyment of the community (the "Community Properties"); and, to this end, Developer intends to subject Placido Bayou to the provisions of this Master Declaration.

(C) Developer has recorded a written instrument entitled Placido Bayou Unit 1 in Plat Book 88, Pages 2 through 5 of the Public Records of the County, which instrument is a replat of the portion of the Real Property described therein ("Section 1"). By this Master Declaration, Developer shall subject Section 1 to the terms and provisions contained herein. Developer expects to record additional plats of other portions of the Real Property, from time to time, and to subject the land described therein to the provisions of this Master Declaration. Notwithstanding the foregoing, all matters concerning the development of the Real Property, including without limitation the timing of and the extent to which the development of Placido Bayou shall be accomplished, shall be within the sole discretion of Developer.

(D) Developer has deemed it desirable to create an entity to which Developer may delegate and assign the powers and duties of overall supervision and control of Placido Bayou, of owning, operating, maintaining, repairing, and administering the Community Properties and the facilities and improvements constructed or located thereon, of administering and enforcing the covenants and restrictions contained herein, and of collecting and disbursing the assessments and charges hereinafter created.

(E) Developer has caused the Community Association to be formed for the purposes stated above, among others, and the Community Association has agreed to join in this Master Declaration to signify its acceptance of the powers, rights, obligations and duties provided herein.

NOW, THEREFORE, Developer hereby declares that Section 1 and all other portions of the Real Property which shall be made subject to this Master Declaration, from time to time, in accordance with the provisions contained herein, shall be owned, held, transferred, sold, conveyed, leased, mortgaged, occupied and otherwise dealt with subject to the easements, covenants, restrictions, reservations, charges, liens and other provisions hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of any portion thereof and which shall run with the land or any portion thereof.

ARTICLE I DEFINITIONS

The abbreviations and definitions set forth in the Preamble and Recitals of this Master Declaration shall be used for purposes of this instrument, together with the following definitions and abbreviations:

"Addendum" shall mean a duly recorded written document, however titled, which shall subject additional portions of the Real Property to the provisions of this Master Declaration, thereby including such land within Placido Bayou.

"Annual Assessment" shall mean each Unit's share of the funds required for the payment of Operating Expenses, which from time to time shall be assessed against the Owner based on the then current annual budget of the Community Association.

"Articles" shall mean the Articles of Incorporation of the Community Association, as amended from time to time.

"Assessment" shall mean Annual Assessments, Special Assessments, Individual Assessments, and all other charges which are levied against a Member by the Community Association pursuant to this Master Declaration or any other Master Document.

"Assessment Unit" shall mean each Unit which is assessable for Operating Expenses as more fully set forth at Article VI below.

"Board" shall mean the Board of Directors or other representative body responsible for administration of the Community Association.

"Bylaws" shall mean the Bylaws of the Community Association, as amended from time to time.

"Community Properties" shall mean all portions of Placido Bayou designated as such by Developer and other real property which may be acquired by the Community Association as hereinafter provided. Community Properties shall be developed for the common use and enjoyment of the Owners and occupants of Placido Bayou as more fully described herein and shall include, without limitation, Thoroughfares, Lakes, Open Spaces, and recreational facilities operated by the Community Association, if any.

Order: 5BZ4FJ223

-2- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

"Condominium" shall mean any condominium formed within Placido Bayou pursuant to the Florida Condominium Act.

"Condominium Unit" shall mean a part of any Condominium which is subject to exclusive ownership, as defined in the Declaration of Condominium for such Condominium, and shall also include former Condominium Units which were a part of a Condominium which has been terminated under the laws of the State of Florida.

"DRC" shall mean the Design Review Committee of the Community Association.

"Declaration" shall mean either a written instrument by which a Condominium has been created (a "Declaration of Condominium") or a duly recorded land use document whereby certain covenants, restrictions and easements have been impressed upon a Neighborhood (a "Declaration of Covenant").

"Developer" shall mean LLOYD E. WILLIAMS, JR., J. K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture their successors and assigns, provided there is an exclusive assignment of all of Developer's rights and obligations hereunder to such successor or assign. Additionally, Developer may assign all or only a portion of such rights and obligations as to all or only a portion of the Real Property. In the event of any such partial assignment, the assignee shall not be deemed Developer as to the rights and obligations created by this Master Declaration, but shall have only those rights and obligations specifically set forth in such assignment. Any such assignment may be made on a non-exclusive basis.

"Dwelling Unit" shall mean a Single Family residence and the Lot upon which it is constructed, unless the context requires a meaning of only the residence.

"Governmental Body" shall mean any governmental body, agency or entity which has authority over Placido Bayou or any portion thereof.

"Individual Assessment" shall mean any financial charge levied by the Board against a specific Member pursuant to the terms of any Master Document, including, without limitation, the authority of the Board to enforce the provisions of the Master Documents by imposing fines, late charges and interest (see Article VII below setting forth certain financial obligations of the Members), and any provision permitting the Association to collect attorneys' fees and costs.

"Lake" shall mean any water area lying within Placido Bayou which has been designated as a "lake" on the Plat of such portion of Placido Bayou.

"Limited Community Properties" shall mean Community Properties which are reserved, by Developer for so long as it owns such Community Properties and thereafter by the Community Association, to the use and enjoyment of one or more Neighborhoods, but less than all Neighborhoods.

"Lot" shall mean a portion of Placido Bayou which has been designated as a "lot" on the Plat of such portion of Placido Bayou. Developer expects to construct Dwelling Units on the Lots and, thereafter, each Lot and the residence constructed thereon may be referred to herein as a Dwelling Unit.

"Master Documents" shall mean this Master Declaration, all Addendums, any additional easement agreements re-

corded as to Placido Bayou, the Articles, the Bylaws, and the Rules, all as amended from time to time.

"Member" shall mean a member of the Community Association and may be used synonymously with "Owner". Developer shall be a Member as long as it owns any portion of Placido Bayou.

"Mortgagee" shall mean any lending institution, including one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, or any subsidiary thereof, any pension funds or business trusts, including but not limited to real estate investment trusts, and any other institutional lender engaged in financing the purchase, construction, or improvement of real estate, or any institutional assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities which holds a first mortgage on Placido Bayou or any portion thereof.

"Neighborhood" shall mean a particular area of Placido Bayou designated as a "neighborhood" by Developer. The name and boundaries of each Neighborhood have been or shall be specifically described in this Master Declaration or in the Addendum or Plat for the portion of Placido Bayou in which such Neighborhood lies. A Neighborhood may be comprised of adjoining property lying in one or more Sections.

"Neighborhood Area" shall mean the area within a Neighborhood which has been developed for the common use and enjoyment of all Owners within such Neighborhood, and which shall be specifically described in the Plat or Declaration for such Neighborhood.

"Neighborhood Association" shall mean any corporation not for profit, its successors and assigns, which is organized and Operated to provide for the maintenance, management and care of any Neighborhood, as provided in the Declaration for such Neighborhood. A Neighborhood Association shall be either a homeowners' association, a condominium association or other association created and formed to maintain, manage and care for a Parcel.

"Neighborhood Roads" shall mean those Neighborhood Areas depicted in a Plat as the right-of-way for private streets, roads, drives, loops or such other areas intended for vehicular traffic, together with all improvements constructed thereon and easements granted or reserved thereover, if any.

"Open Space" shall mean those areas of the Community Properties designated to remain open park area, devoid of buildings, but which may be improved to enhance the use and enjoyment thereof for its intended purpose.

"Operate" (and all forms of such word) shall mean and include, as appropriate, to administer, manage, regulate, direct, coordinate, improve, repair, construct, maintain and develop.

"Operating Expenses" shall mean the expenses, reserves and assessments properly incurred by the Community Association for construction, installation, improvement, maintenance, upkeep, repair, and such other obligations as required or permitted by any Master Document in the Operation of Placido Bayou.

"Owner" shall mean the owner, from time to time, of a vested, present fee simple title to a Unit, and shall be

synonymous with "Member", except Developer shall be a member for so long as it owns any portion of Placido Bayou.

"Parcel" shall mean a portion of Placido Bayou which shall be developed by an individual or legal entity other than Developer, or which shall be developed by Developer for recreational use by the Owners. Each Parcel, either separately or together with other portions of Placido Bayou, shall also be designated as a Neighborhood and shall be deemed to contain an assigned number of units for purposes of voting and Assessments within the Community Association, all as more fully described hereinafter and in its Declaration.

"Parcel Owner" shall mean the owner from time to time, of the vested, present fee simple title to a Parcel.

"Placido Bayou" shall mean all portions of the Real Property subject to this Master Declaration, and shall be comprised of the land lying in every Section, from time to time.

"Placido Bayou Unit 1 Plat" shall mean the Plat recorded in Plat Book 88, Pages 2 through 5 of the Public Records of the County.

"Plat" shall mean a duly recorded written instrument filed by Developer, from time to time, whereby a portion of the Real Property is described and subdivided into lots, blocks, tracks or any combination thereof.

"Rules" shall mean all rules and regulations of the Community Association promulgated by Developer or by the Board pursuant to powers granted under any Master Document.

"Section" shall mean all portions of the Real Property described in a single Plat, which property has been made subject to the provisions of this Master Declaration. Each Section may be more specifically referred to by its corresponding Plat number; for example, all the land described in Placido Bayou Unit 1 Plat may be referred to as "Section 1."

"Single Family" shall mean either a single person occupying a Unit and maintaining a household, or two (2) to six (6) persons related by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household, or not more than four (4) unrelated persons occupying a Unit.

"Special Assessment" shall mean each Unit's share of the funds required for the payment of Operating Expenses, which from time to time may be assessed against the Owner in addition to the Annual Assessment.

"Thoroughfare" shall mean those Community Properties depicted in a Plat as the right-of-way for private streets, roads, drives, loops or other such areas intended for vehicular traffic together with all improvements constructed thereon and easements granted or reserved thereover, if any. "Thoroughfare" does not include Neighborhood Roads.

"Turnover Meeting" shall mean the membership meeting following the termination of voting classes of membership, which shall occur as set forth at Section 2 of Article V.

"Unit" shall mean a Condominium Unit, a Dwelling Unit, a Lot or a Parcel; provided, however, that for purposes of Assessments and voting, a Parcel shall not be deemed a single Unit, but shall be deemed to contain the number of Units allocated to such Parcel as provided in this Master Declaration.

Order: 5BZ4FJ223

- 5 -

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

"Utility Servicers" shall mean any and all utility companies, whether public or private, that shall provide utility and other essential services for Placido Bayou, including, without limitation, electric, water, sewer, telephone, gas, cable T.V., drainage and garbage disposal services.

"Voting Member" shall mean any of the one (1) to three (3) individuals elected by each Neighborhood Association to exercise, on behalf of the Owners of Units lying within such Neighborhood, other than Developer, certain membership rights in the Community Association, including without limitation the right to cast the votes for all Units owned by such Owners in such Neighborhood, and shall also mean the individual appointed by Developer, from time to time, to serve as its Voting Member and to exercise its membership rights in the Community Association, including without limitation the right to cast the votes for all Units owned by Developer in any Neighborhood.

ARTICLE II PLAN FOR DEVELOPMENT

Section 1. Property Comprising Placido Bayou. Whenever Developer intends to develop any portion of the Real Property, a Plat subdividing such land into lots, blocks, tracts, or any combination thereof shall be submitted to the proper Governmental Bodies and, after approval thereby, shall be recorded in the Public Records of the County. In the event Developer desires to include such platted portion of the Real Property as part of Placido Bayou, Developer shall record an Addendum describing such land in the Public Records of the County. An Addendum need be executed only by Developer alone and does not require the execution or consent of the Community Association, any Neighborhood Association or Owner. The Addendum shall commit the land described therein to this Master Declaration and shall contain such other terms and provisions as Developer deems proper. Upon the recordation of an Addendum, the portion of the Real Property described therein shall be subject to the terms and conditions contained in this Master Declaration as fully as though originally designated herein as part of Placido Bayou. The land shall thereby become a Section and, collectively with all other Sections, shall be known and referred to as Placido Bayou. Development of Placido Bayou shall conform to the requirements of any applicable Plat and any Master Document, as either are amended from time to time, but in all other respects, shall be within the sole discretion of Developer. Upon the recording of this Master Declaration, Placido Bayou shall be comprised of Section 1. Developer shall not be required to develop any further portions of the Real Property, or, if developed, to include such portions within Placido Bayou, nor to complete development of any Section before beginning or completing development of any other Section or portion of the Real Property.

Section 2. Property Classifications.

(a) All portions of Placido Bayou shall be classified as Community Properties or as a Neighborhood. A Neighborhood shall be comprised of Lots, Dwelling Units, one or more Condominiums, a Parcel, Neighborhood Areas, or any combination thereof, and may include real property located in more than one Section. All portions of a particular Section shall be classified as Community Properties or a Neighborhood in the Plat or Addendum pertaining to such Section. Notwithstanding the foregoing, the Community Properties and Neighborhoods in Section 1 are described in Exhibit B hereto.

Order: 5BZ4FJ223

-6- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Section 3. Operation of Placido Bayou.

(a) Developer shall cause a Neighborhood Association to be formed to Operate each Neighborhood in accordance with the provisions of the Master Documents and the Declaration recorded by Developer for such Neighborhood. A Declaration shall create certain easements, covenants, restrictions, charges and liens which shall run with the land in the Neighborhood. All Owners of Units lying within or comprising a Neighborhood shall be members of the Neighborhood Association and shall be assessed for a share of the expenses of the Neighborhood Association in accordance with the applicable provisions of the Declaration for such Neighborhood. Developer intends to transfer fee simple ownership of each Neighborhood Area to the Neighborhood Association responsible for Operating the Neighborhood in which such Neighborhood Area is located.

(b) Additionally, each Owner within Placido Bayou shall be a Member of the Community Association and shall be assessed for a share of its Operating Expenses as more fully described hereinafter. The Community Association shall Operate the Community Properties and be ultimately responsible for enforcing the provisions of the Master Documents within Placido Bayou. Developer shall transfer fee simple title to the Community Properties to the Community Association as set forth in Section 5 below. The Community Association shall not ordinarily become involved with Operation of any Neighborhood; however, whenever the Community Association, in its sole discretion, believes an issue is or should be of general concern to all or several Neighborhoods or is contrary to any Master Document, the Community Association may instruct any Neighborhood Association(s) to take a specific course of action and, if necessary, may itself take such action as it deems appropriate. Issues concerning the overall health, safety, general welfare, discord among Neighborhoods, level of maintenance, property values, or exterior appearance of Placido Bayou are, among others, valid areas in which the Community Association may exercise its power of final authority.

Section 4. Land Use Restrictions.

(a) All portions of Placido Bayou shall be subject to the use limitations, restrictions and other provisions imposed thereon by the Master Documents. In the event there is any dispute as to whether the use of any portion of Placido Bayou complies with the covenants and restrictions contained in any Master Document, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Developer of any portion of Placido Bayou in accordance with Section 5, below shall be deemed a use which complies with all Master Documents and shall not be subject to a determination to the contrary by the Board.

(b) Community Properties shall be Operated and ultimately owned by the Community Association, subject to certain rights reserved to Developer during the development and sale of the Real Property. Community Properties may be used and improved in any manner associated with residential use, including without limitation, streets, driveways, entranceways, bridges, sidewalks, and recreational facilities, if any. Community Properties may be designated as Open Spaces, Thoroughfares or Lakes.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

(c) Open Spaces shall be grassed, planted, irrigated, landscaped or paved by Developer or the Community Association in accordance with its intended use. For so long as Developer owns any portion of the Community Property, Developer shall have the absolute right, in its sole discretion, to modify the appearance or use of any portion of the Open Spaces; and, thereafter, the Community Association shall have the same right so long as the general quality of the area is not materially and detrimentally changed. Certain improvements, such as benches, tables, walkways, jogging and/or riding paths, swings, picnic areas or open pavillions, which are intended to enhance the use of the area as Open Spaces may be located therein, but no such improvements shall be required.

(d) Thoroughfares shall be kept and maintained as private roadways to provide ingress and egress to publicly dedicated streets and between all Neighborhoods within Placido Bayou and for the purposes of all other applicable easements set forth at Article IV below. Each Neighborhood Road shall be kept and maintained as a private roadway by the Neighborhood Association having jurisdiction over the Neighborhood in which such Neighborhood Road is located.

(e) Lakes shall be kept and maintained as water areas together with any adjacent shoreline and subject to accretion, erosion, reliction and other natural minor changes, in an ecologically sound condition and in compliance with all applicable governmental requirements. Lakes are reserved for the use and enjoyment of the Owners and occupants of Placido Bayou and their invitees, and are not available for the public. No boats with motors shall be permitted within any Lake, however, sailing and swimming shall be permitted. Docks, boat ramps, boat slips and other marina improvements may be constructed only upon the prior written authority of Developer for so long as Developer owns any portion of the Community Properties and, thereafter, of the Community Association, which authority may be withheld in the sole discretion of either. Neither Developer, the Community Association, the Neighborhood Associations nor any combination thereof shall be obligated to provide supervisory personnel, including without limitation, lifeguards, for any Lake. Any individual using a Lake for any purpose shall do so at his own risk and shall hold Developer, the Community Association, the Neighborhood Associations, the Members thereof and all of them harmless from any claim or loss arising from such use.

(f) Each Neighborhood shall be subject to the use restrictions contained within the Declaration for such Neighborhood; provided, however any provision which is in conflict with a Master Document, from time to time, as determined by the Community Association shall thereafter become null and void and of no effect.

(g) Developer, for so long as it owns such Community Properties, and, thereafter, the Community Association may contract with independent third parties to operate facilities or conduct activities on the Community Properties for the use and benefit of the Owners which are consistent with the type of residential and recreational activities permitted within the Community Properties and may permit said third parties to charge user fees for the use of such facilities or participation in such activities, or Developer or the Community Association may, in lieu thereof, operate such facilities or activities and likewise charge such fees. A Parcel may be developed by Developer or a transferee of Developer to provide any such facility or activity for a fee if specific provisions for the intended use are included in the Decla-

Order: 5BZ4FJ223

- 8 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

ration for the Neighborhood. No such operation or use permitted hereunder shall be deemed a "commercial" use or activity in violation of this Master Declaration so long as the operation of such facilities and activities is consistent with the provisions hereof and all applicable requirements of any Governmental Body.

(h) The Community Association shall have the right to promulgate, impose and enforce Rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, Operation and enjoyment of Placido Bayou and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the facilities located within the Community Properties, establishing hours and manner of operation).

Section 5. Use of the Real Property by Developer.

(a) Except as may be limited in this Master Declaration or a Plat or by applicable law, Developer shall have the right to make such uses of the Real Property as Developer shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Master Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Placido Bayou, Developer hereby reserves for itself and the Community Association recognizes, agrees and acknowledges that Developer shall have the right to use all Community Properties and all other portions of Placido Bayou, excepting Units not owned by Developer, in conjunction with and as part of its program of sale, lease, construction and development of and within the Real Property including, but not limited to, the right to enter and transact business, maintain models, construction offices, and sales offices, place signs, employ sales personnel, show Dwelling Units, Lots, Condominiums and other portions of Placido Bayou, and use portions of the Community Properties and Units and other improvements owned by Developer or the Community Association for purposes set forth above and for storage of construction materials and for assembling and constructing components without any cost to Developer for such rights and privileges. Any models, sales areas, sales office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, construction, maintenance and repair efforts of Developer shall not be part of the Community Properties and shall remain the property of Developer or its nominees and assigns, as the case may be. At such time as Developer no longer owns any portion of the Real Property, or such earlier time as Developer may determine, in its sole discretion, Developer shall terminate the use rights described in this Subsection and may, in its sole discretion, convey any personal property thereon to the Community Association.

(b) Developer shall have the right to construct, maintain and repair such structures or improvements, including the carrying on of all activities appurtenant thereto or associated therewith, as Developer deems necessary or appropriate for the development of Placido Bayou.

(c) The rights and privileges of Developer as herein set forth in this Section are in addition to and in no way limit any other rights or privileges of Developer under any Master Document. Said provisions, like other provisions of this Master Declaration that grant or reserve rights to and for Developer, may not be suspended, superseded or modified in any manner without the written consent of Developer. These rights of use and for the transaction of business as set forth interfere with the easement first granted and so long as the grantor owns the land subject to such easement.

herein, like other rights reserved by Developer in the Master Documents may be assigned in writing by Developer in whole or in part.

ARTICLE III
CONVEYANCE OF COMMUNITY PROPERTIES

Section 1. Time of Conveyance. Developer may transfer portions of the Community Properties to the Community Association, from time to time, in its sole discretion in the same manner described for mandatory transfer at Section (2), below. Developer hereby covenants for itself, its successors and assigns that all of the Community Properties not previously so conveyed shall be conveyed to the Community Association upon the occurrence of the earlier of the following events:

(a) All Units in Placido Bayou have been sold and conveyed by Developer and Developer does not intend to develop any additional portions of the Real Property; or

(b) Some Units have been sold and conveyed by Developer and no others are to be constructed or offered for sale by Developer in the ordinary course of business.

Section 2. Manner of Conveyance. Developer shall convey to the Community Association, by quit claim deed, title to all or portions of the Community Properties and improvements appurtenant thereto subject to: (i) the terms and provisions of this Master Declaration and other Master Documents; (ii) real estate taxes for the year of such conveyance; (iii) all applicable zoning ordinances; (iv) such facts as an accurate survey would show; and (v) all covenants, easements, restrictions and reservations of record. The Community Association shall be required to accept each such conveyance "as is" at the time of conveyance, without any representations or warranties, expressed or implied, in fact or by law, as to the condition or fitness of the Community Properties or portion thereof and improvements thereon. All costs and expenses of such conveyances shall be paid for by the Community Association.

Section 3. Restrictions After Conveyance. Except as is hereinafter provided, once title to the Community Properties, or any portion thereof, becomes vested in the Community Association, such Community Properties and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, conveyed, transferred, mortgaged, hypothecated, or otherwise encumbered without first obtaining the approval of the Voting Members casting not less than two-thirds (2/3rds) of the votes eligible to be cast, together with the written approval of Developer for so long as it owns any portion of the Real Property. The restrictions stated above shall not be applicable to nor prohibit the Community Association from granting such easements as are reasonably necessary or appropriate for the development of Placido Bayou in a manner consistent with the provisions of the Master Documents.

ARTICLE IV
EASEMENTS

Section 1. Non-Exclusive Easements. Each easement created hereunder shall be, without the necessity of restating such herein, nonexclusive and perpetual for the limited purposes set forth herein and subject to all of the terms and conditions of this Master Declaration. Developer, the Community Association, or any Neighborhood Association, as appropriate, shall have the right to grant any other easement over the same area so long as it does not unreasonably interfere with the easement first granted and so long as the grantor owns the land subject to such easement.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

- 10 -

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Section 2. Benefit of Easements. The granting of any easement in this Master Declaration to any person or entity other than Developer shall be deemed to likewise include, as appropriate, without the necessity of restating such herein, the family, members, guests, lessees, tenants, invitees, agents, servants and employees of such person or entity. The granting of any easement in this Master Declaration to any Owner shall be as to his Unit rather than any specific individual, and the Owner owning such Unit may only use and enjoy the easements created hereunder so long as such Owner owns all or any interest in a Unit. It is specifically intended that the easements created hereunder in favor of an Owner shall run with the Unit and may only be used and enjoyed by the present Owner of all or any portion thereof; provided, however, in the event of termination of any Condominium, the easements created hereunder shall run with the land which formerly comprised said Condominium, for the benefit of the Owners thereof.

Section 3. Developer's Easements.

(a) Developer reserves for itself, for so long as Developer owns any portion of the Real Property, easements for use and enjoyment, including without limitation the right of ingress and egress over and across the Thoroughfares, Neighborhood Roads and walkways lying within Placido Bayou, as appropriate to permit Developer to exercise its rights and perform its obligations within the Real Property.

(b) All easements created by this Master Declaration in favor of Developer shall, of necessity, include the right, but not the obligation, to construct or improve the facility for which the easement was created, the right to repair and maintain such improvements and the right of ingress and egress to accomplish such purposes. Incident to such easements, Developer shall have the right to obstruct any easement as more fully set forth in Section 13 below. The decision whether to construct or improve any facility within Placido Bayou and the decision whether to repair or maintain same shall be in the sole discretion of Developer.

(c) The reservation of any easement in this Master Declaration by Developer shall be deemed to likewise include, without the necessity of restating such herein, its lessees, tenants, guests, invitees, agents, servants and employees. The reservation of any easement in this Master Declaration shall only be binding upon successors and assigns of Developer if Developer and such successor or assign so elect in writing and file an instrument evidencing such intent in the Public Records of the County. Developer shall have the right to assign all or any part of its benefits herein, including, without limitation, specific easements, to any person, entity, property or any combination thereof.

Section 4. Owners' Easements of Use and Enjoyment.

(a) Subject to the provisions of this Master Declaration, including without limitation Subsection (b) below, Developer grants to every Owner, permanent and perpetual easements for the use and enjoyment of the Community Properties and those portions of the Neighborhood Areas described at Subsection (c), below, which easements shall be appurtenant to and shall pass with the title to every Unit. Such easements of use and enjoyment shall include, but not be limited to, the Owner's right of ingress and egress over and across the Thoroughfares, Neighborhood Roads and walkways lying within Placido Bayou for purposes of access to his Unit which rights of ingress, egress and use shall not be subject to suspension

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

- 11 -

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

or denial through the exercise of any power granted or reserved in Paragraphs (b)(ii), (iii) and (iv) below.

(b) The rights and easements of use and enjoyment created hereby shall be subject to the following:

(i) the right of the Community Association, in accordance with the Master Documents, to make Assessments for maintaining and improving the Community Properties, among other purposes; and

(ii) the right of the Association to suspend the use and enjoyment rights of any Owner, his guests, lessees and invitees for any period during which any Assessment remains unpaid or for a period determined by the Board for any violation of any Master Document, it being understood and agreed that the suspension shall not constitute a waiver or discharge of any obligation of such Owner; and

(iii) the right of the Community Association to dedicate or transfer all or any part of the Community Properties to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed upon by the membership and Developer for so long and owns any portion of the Real Property; provided that no such dedication or transfer, nor any determination as to the purposes therefor or as to the conditions thereof, shall be effective unless an instrument is executed by the appropriate officers of the Community Association certifying that such dedication or transfer was approved by the affirmative vote of not less than two-thirds (2/3) of all votes eligible to be cast at a meeting of the membership. Said certificate, together with the written approval of Developer, if required, shall be annexed to any instrument of dedication or transfer affecting the Community Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Community Association. Notwithstanding the foregoing, Developer shall be empowered to make such dedication or transfer in its sole discretion without the consent of the Community Association or the membership for all or any part of the Community Properties until such time as Developer no longer owns any portion of Placido Bayou; and

(iv) the right of Developer, without approval of the Community Association or the Owners, to add to or delete parts of the Community Properties which Developer owns, to assign easements reserved herein, and to dedicate easements and rights-of-way over Placido Bayou in accordance with the terms of this Master Declaration; and

(v) the right of Developer and the Community Association or either to charge reasonable admission and other fees for the use of any recreational facility that may be situated on or in a portion of the Community Properties owned and operated by such entity; and

(vi) the right of the Community Association to adopt, revoke, amend and enforce, at any time, Rules governing the use of the Community Properties and all facilities situated thereon, including the right to fine Owners; and

(vii) the right of the Community Association to place any reasonable restrictions upon the Thoroughfares owned or maintained by the Community Association including, but not limited to, the maximum and minimum speeds of vehicles using such Thoroughfares, all other necessary traffic and parking regulations, and the maximum noise levels of ve-

hicles using such Thoroughfares. The fact that any restriction on the use of such Thoroughfares shall be more restrictive than the laws of any state or local government having jurisdiction over the Real Property shall not make such restrictions unreasonable; and

(vii) the rights of use and enjoyment reserved as to any Limited Community Properties.

(c) Developer grants to every Owner an easement for pedestrian traffic over, through and across sidewalks, paths and walks and other portions of Placido Bayou as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across Thoroughfares, Neighborhood Roads, such other portions of Placido Bayou as may from time to time be paved and intended for such purposes and uses; provided, however, such easements shall be subject to all rules and regulations of the Neighborhood in which the property subject to such easement is located.

Section 5. Utility, Drainage, and Irrigation Easements.

(a) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and grants to the Community Association, the Neighborhood Associations, appropriate Governmental Bodies and Utility Servicers reasonable easements over, under, across and through those portions of Placido Bayou designated as such easement areas on any Plat for ingress, egress, access and for the installation, construction, maintenance, repair, alteration, and operation of utility services to adequately serve the Real Property, including without limitation, temporary roads, cable television and radio services, telephone services, security system services, public utilities (including but not limited to water, sewer, electric, gas and other utility services, both publicly and privately operated), irrigation systems (including the installation of irrigation pumps) and drainage systems (including the installation of drainage pipes and ditches) on the Real Property, together with all machinery and apparatus appurtenant thereto as may be necessary or desirable for servicing the Real Property and all improvements and facilities located thereon. All such easements shall be of the size, width and location described in the Plat of such property and selected in a location so as not to unreasonably interfere with the use of any improvements which are then, or will be, located upon the Real Property. It shall be expressly agreed that Developer or the Utility Servicers making the entry shall restore the property as nearly as practicable to the condition which existed prior to the commencement of construction of such utility. Provided, further, easements reserved which necessitate entry through a building or other improvement shall only be according to the plans and specifications for said structure or as said structure is actually constructed, unless approved in writing by the owner thereof.

(b) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and grants to the Community Association the right to grant, expand or relocate reasonable easements for ingress, egress and maintenance for the purpose of installation, construction, maintenance, repair, alteration and operation of utility services, of a size, width and location as Developer or the Community Association, in its discretion, deems advisable and as set forth in Subsection (a) above.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

(c) Developer hereby reserves unto itself for so long as it owns any portion of Placido Bayou and thereafter grants to the Community Association an easement to install, repair, maintain, and operate an irrigation/sprinkler system on the Community Properties and the portions of each Neighborhood to be maintained by the respective Neighborhood Association. This Subsection shall not obligate Developer nor the Community Association to undertake or perform any service permitted hereunder, nor shall this Subsection prohibit any Neighborhood Association from undertaking and performing such services within its Neighborhood in addition to the services provided by Developer or the Community Association, if any.

(d) Developer hereby reserves for itself and grants to the Community Association, the Neighborhood Association and to each Owner, easements for utility, communications, irrigation and drainage purposes including the use of drainage areas established throughout Placido Bayou, over, under and through those portions of Placido Bayou as may be described and shown on any Plat of Placido Bayou for such utility purpose.

(e) Drainage flow shall not be obstructed or diverted from drainage easements. The Community Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to the Community Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage and drainage channels shall not be altered so as to divert the flow of water onto adjacent property or into sanitary sewer lines. The Community Association shall have the sole control over elevations and slopes within drainage easements and no Owner or Neighborhood Association may alter any such elevations except upon written consent of the Community Association.

(f) Developer reserves for itself, its successors and assigns, an exclusive easement for the installation and the maintenance of television cables and wire within the rights-of-way and easement areas referred to hereinabove.

(g) All utility, communication and drainage lines, and where possible all plumbing and lift stations and other facilities incident thereto, contemplated by this Master Declaration shall be installed underground, unless the prior written consent of Developer or the Community Association is obtained.

Section 6. Landscaping, Repair and Maintenance.
Developer hereby reserves unto itself for so long as it owns any portion of Placido Bayou and grants to the Community Association easements for ingress, egress and maintenance over, under, across and through Placido Bayou to maintain, at a standard at least comparable to initial construction, the landscaping, grass, plantings and the exterior of any and all improvements and facilities located within Placido Bayou, in order to insure the continued aesthetic standard and uniform appearance of Placido Bayou. This Section shall not be deemed to impose in any manner or to any extent any obligation to perform nor to bear the expense of such services described herein, it being recognized that other provisions of this Master Declaration and other instruments have or will set forth such obligations. The purpose of this Section is to permit the named entities to perform the services described herein at

the expense of the party or parties primarily responsible, in the event such party or parties fail to perform the required maintenance. Any and all costs so incurred by Developer or the Community Association shall be repaid through the levy of an Assessment against the Owners primarily responsible for the maintenance giving rise to such costs or in the manner described at Section 9, below.

Section 7. Easement for Governmental, Health, Sanitation and Emergency Services. An easement for ingress and egress and access for persons and equipment is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying mail, health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, over and across the Thoroughfares, Neighborhood Roads and such other portions of Placido Bayou as may be improved and appropriate for purposes of providing their services to the Real Property and the owners and occupants thereof.

Section 8. Easement for Security Services. Developer hereby reserves unto itself so long as it owns any portion of the Real Property and grants to the Community Association the right to construct, improve, repair, and maintain security gatehouses within the Community Properties to insure access to the Real Property or any portion thereof solely by the persons or entities permitted therein. Developer and the Community Association shall likewise have the authority to hire security personnel or contract with a security firm to provide security services throughout Placido Bayou, and in that regard Developer, the Community Association, and any such security firm or personnel shall have a right of access throughout the Community Properties, the Neighborhood Areas and the common elements of the Condominiums to provide such security services.

Section 9. Construction, Maintenance, and Repair of Easements. Except as otherwise provided in this Master Declaration, the Community Association hereby assumes and agrees to make all repairs, perform all maintenance and, as applicable, to construct and replace the facilities constructed or to be constructed within an easement area lying within the Community Properties, and also assumes and agrees to perform such other responsibilities and duties of the Community Association set forth in this Master Declaration. The Community Association shall assess the Members, as necessary, to provide the Community Association with sufficient funds to enable the Community Association to fully comply with its obligations assumed hereunder. All construction, repair and maintenance of such easement areas and the facilities therein, to be performed by the Community Association shall be in keeping with the general aesthetic standards created or to be created in the improvements in Placido Bayou. In the event that the Community Association shall fail to fully and timely comply with the obligations assumed hereunder, Developer shall have the following rights and remedies: (i) to perform such construction, repair and maintenance itself, in which event the cost thereof shall be immediately due and payable by the Community Association to Developer, together with interest from the date of the expenditure by Developer at the maximum contract rate permitted by Florida law; (ii) to apply to the appropriate court to seek to have specific performance under this Master Declaration; (iii) such other right or remedy which Developer may have under law; and (iv) all or any combination of the foregoing rights and remedies. In any of such events, Developer shall be entitled to receive from the Community Association all reasonable attorneys' fees and costs incurred by Developer. Each Neighborhood Association shall have similar duties

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

and obligations within its Neighborhood, as more fully set forth in the Declaration for such Neighborhood, including without limitation, the right and obligation to repair, maintain and replace all Neighborhood Roads and other Neighborhood Areas lying within such Neighborhood. In the event that the City of St. Petersburg assumes maintenance of all or any part of Placido Bayou as provided in Section 64-09, subsection (16)(i), City of St. Petersburg City Code, the cost of such maintenance shall be assessed ratably against all properties within Placido Bayou that have the right of enjoyment of the property being so maintained and said cost shall become a tax lien on said properties.

Section 10. Limited Public Parking Easement. Developer hereby reserves unto itself and grants to the public easements for ingress and egress over and across the Thoroughfares and Neighborhood Roads for the purpose of attending tennis tournaments, exhibition matches, tennis camps, or other similar activities which may be held, from time to time, on the neighboring tennis facility presently known as The Racquet Club together with the right to park on the Thoroughfares and Neighborhood Roads while attending the aforesaid activities, provided such parking is accomplished in a manner that will not impede traffic. These easements may not be terminated or modified without the written joinder of The Racquet Club. The Community Association may adopt rules concerning the exercise of these easements and may require The Racquet Club to be responsible for monitoring the proper use thereof, including indemnifying the Community Association from any liability resulting therefrom.

Section 11. Restricted Use. The use of any easement created hereunder and any other easements hereafter granted pursuant to this Master Declaration shall be subject to any and all Rules of the Community Association and to the terms and provisions of all other Master Documents. The restrictions set forth in the preceding sentence shall not affect Developer in any manner whatsoever, except as Developer shall specifically permit in writing.

Section 12. Construction. The parties acknowledge that Developer is presently developing and improving portions of the Real Property, including without limitation, the facilities contemplated by the various easements provided for in this Master Declaration, but such development and improvement will not be completed for a considerable period of time. The Community Association, on its own behalf and on behalf of the Owners and the Neighborhood Associations, agrees that such construction is specifically consented to in such manner as Developer shall determine in its sole discretion, and without the right of the Community Association, a Neighborhood Association or an Owner to give any guidance or instruction thereto. The absolute right of Developer to so develop portions of the Real Property shall include, without limitation, the right to develop and construct any facilities within the easement areas in the manner in which Developer deems appropriate. In no event shall the Community Association, one or more Owners or any Neighborhood Association have the right to restrict or prevent such construction or development, whether under a theory of public or private nuisance or otherwise.

Section 13. Right to Obstruct Easements.

(a) Developer, so long as it owns any portion of the Real Property, and the Community Association, or either, shall have the right to use and to obstruct any easement for a reasonable period of time incident to any construction, improvement, repair or maintenance performed by them on the

Order: 5BZ4FJ223

-16- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Real Property or Placido Bayou, respectively, provided that Developer and the Community Association shall, in such event, use their best efforts to minimize the inconvenience or disruption of use of such easement by others entitled to use such easement.

(b) Except as provided in Subsection (a), next above, and Section 10, above, in no event shall the persons or entities in whose favor easements have been or shall be created under any Master Document permit parking in or other obstruction of any easement or permit use of any easement for other than the permitted purposes.

Section 14. Relocation of Easements. Developer, for so long as it owns any portion of the Real Property, and the Community Association or either shall have the right to relocate any easement (or portion thereof) created hereunder or which may be created at a later date pursuant to any Master Document, provided that the following conditions are met:

(a) Developer or the Community Association, as appropriate, shall own both the initial easement area and the relocated easement area or shall obtain the written consent for such relocation from the respective owner or owners;

(b) In the event that the initial easement area was improved, said area shall be restored to its natural state at the cost and expense of the relocating party, and improvements in the relocated easement area shall be constructed in a comparable state and condition as that which existed in the initial easement area;

(c) The relocation of the easement shall not unreasonably prevent the use or benefit of the easement, as relocated, for the purposes for which it was initially created;

(d) When required, the prior written consent of a Governmental Body shall be obtained as to any easement created in any Master Document which is in favor of such Governmental Body; and

(e) Developer or the Community Association, as the case may be, shall execute an appropriate instrument in recordable form wherein it is agreed and specified that the particular easement is relocated from the initial area to an area described in such instrument, and such instrument shall be recorded in the public records of the County.

There shall be no legal necessity or requirement for any other person or entity to execute or approve the legal format of the instrument referred to in Subsection (e) next above. Rather, the execution of such instrument solely by Developer or the Community Association, as appropriate, shall be conclusively and irrefutably sufficient to cause an easement to be relocated from the area set forth in the Master Document creating such easement to the relocated area described in such instrument, and, upon recording, the initial area for the easement shall no longer be affected in any manner whatsoever by such easement so relocated. The recordation of such instrument in the public records of the County, shall constitute constructive notice and knowledge to all third parties to the effect that all of the above conditions have been complied with and that such easement has been relocated as aforesaid. There shall be no limitation as to the number of times an easement may be relocated, provided that the conditions set forth in this Section shall be complied with in each instance in which the easement is relocated.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Section 15. Additional Easements. In the event that Developer or the Community Association creates additional easements in Placido Bayou in the future, it shall be conclusively presumed by virtue of the Community Association executing this Master Declaration that the Community Association has assumed all of the obligations and duties set forth in the instrument creating such easement and designated therein to be performed by the Community Association.

Section 16. Expansion of Easements. Developer reserves the right, in its sole discretion, to expand any easement granted and reserved hereunder as the development of the Real Property progresses. In such event, Developer shall execute an appropriate instrument in recordable form, which expands said easement and such instrument shall be recorded by Developer in the public records of the County. There shall be no legal necessity or requirement for any other person or entity to execute or approve the legal format of the instrument, rather, the execution of such instrument solely by Developer shall be conclusively and irrebuttably sufficient to cause the expansion of said easement.

Section 17. Reservation of Easements. In the event that Developer decides to discontinue the development of the Real Property or sell any portion of the Real Property to a third party, Developer hereby obligates itself to grant to the Community Association, the Neighborhood Associations and the Owners prior to such sale, nonexclusive easements as may be necessary for ingress and egress, utilities, water, sewer and drainage over, across, under and through such portion of the Real Property held by Developer or sold to said third party, as the case may be. The easements so granted hereunder shall be sufficient in all respects for the installation, maintenance and repair of those improvements necessary to provide ingress, egress, utility service, water service, sewer service and drainage for the benefit of Placido Bayou, the Neighborhood Associations, the Owners and the Community Association. Developer also reserves unto itself the right to grant to such third party nonexclusive easements for ingress, egress, utilities, water, sewer and drainage over and across those portions of Placido Bayou previously developed for such use.

ARTICLE V THE ASSOCIATION

Section 1. Admission to Membership. Developer and each other Owner shall be a Member of the Community Association; no other individual or entity shall be a Member. By acceptance of a deed or other instrument establishing a vested present fee simple title to a Unit, each such Owner concurrently accepts membership in the Community Association, acknowledges the authority of the Community Association as set forth herein, and agrees to abide by and be bound by the provisions of each of the Master Documents and to insure that all others having rights in Placido Bayou through him do likewise while in or on Placido Bayou. Developer shall remain a Member of the Community Association so long as it owns any portion of Placido Bayou. The rights and obligations of membership shall be more fully set forth in the Bylaws.

Section 2. Voting Rights.

(a) Each Unit, excepting a Parcel, shall be assigned one (1) vote. Initially, each Parcel shall be assigned a number of votes determined to be reasonable by Developer, in its sole discretion, after due consideration of the size of the Parcel, its intended use and any other relevant

facts. The number of votes for a particular Parcel may be increased or decreased by Developer for so long as it owns any portion of Placido Bayou and, thereafter, by the Community Association at such time as deemed appropriate by Developer or the Community Association, as the case may be, after reviewing and giving further consideration to changes in circumstances which would support such decision to change the numbers of votes for such Parcel. The designation of the number of the votes for a particular Parcel shall be made part of the permanent records of the Community Association.

(b) Developer shall be a Class B member and entitled to the voting rights set forth in the Articles until the Turnover Meeting.

(c) No member of the Community Association shall be entitled to cast his vote individually, but such vote shall be cast by the Voting Member(s) elected by the Neighborhood Association of which he is a Member. Each Neighborhood may establish a procedure for casting its votes in the Community Association in its Declaration or in the Bylaws of its Neighborhood Association; provided, however, each Neighborhood shall have not less than one (1) nor more than three (3) Voting Members who shall be officers or directors of the Neighborhood Association. Notwithstanding the foregoing, Developer shall appoint an individual to act as Voting Member to cast all votes to which Developer is entitled from the several Neighborhoods. The individual appointed as Developer's Voting Member shall not be deemed to be a Voting Member of any Neighborhood as required herein.

(d) Notwithstanding any provision in any Master Document to the contrary, Developer shall have the right to elect or appoint the members of the Board until the Turnover Meeting. The Turnover Meeting shall be called pursuant to the Bylaws upon the occurrence of the earlier of the following events:

(i) All Units to be constructed in Placido Bayou have been sold and conveyed by Developer, and no other Units will be constructed or offered for sale by Developer in its ordinary course of business; or

(ii) Developer, in its sole discretion, voluntarily elects to call the Turnover Meeting; or

(iii) Five (5) years after the date of recording the Addendum for the last Section in the Public Records of the County.

At the Turnover Meeting and thereafter, the Voting Members shall be entitled to elect all directors, except that so long as Developer owns any portion of Placido Bayou, Developer shall be entitled to appoint one (1) of such directors.

Section 3. Rights and Obligations of the Community Association.

(a) The Community Association shall be responsible for the Operation of the Community Properties, except for the rights and obligations of Developer herein set forth.

(b) Subsequent to the initial construction by Developer, the Community Association shall construct, install, improve, maintain and repair the Community Properties and the facilities and improvements constructed thereon, so that each

area is kept in a good, clean, attractive and sanitary condition and shall pay all taxes and other assessments levied thereon.

(c) The Community Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as it shall determine to be necessary or desirable for the proper operation of Placido Bayou. The Community Association and its officers, however, shall retain at all times the powers and duties granted by any Master Document, including but not limited to the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Community Association.

(d) The Community Association may acquire and hold tangible and intangible personal property in the performance of its duties required hereunder and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided by the Bylaws.

(e) The Community Association from time to time may adopt, alter, amend, and rescind reasonable Rules governing the use of all or any portion of Placido Bayou. The Community Association has the power and authority to control the overall exterior appearance of Placido Bayou, including the land and the buildings comprising the various Neighborhoods. The Community Association has the power to enforce the provisions of the Master Documents, including the power to levy fines in accordance with the hearing procedure set forth in the Bylaws.

(f) The Board shall have the authority to resolve any dispute which may arise between or among the several Neighborhood Associations. Any such discussion shall be binding upon such Neighborhood Association and may be specifically enforced through the courts of the State of Florida.

(g) The Community Association shall obtain and keep in full force and effect fire and/or other casualty insurance of the Community Properties and public liability insurance against injury to body or wrongful death or both occurring on or in any way connected to the Community Properties, in accordance with the Bylaws. The Community Association shall purchase such other insurance as the Board may deem advisable.

(h) The Community Association has the power to enter into agreements to purchase land or to acquire leaseholds and other possessory or use interests in lands or facilities such as country clubs, tennis facilities, golf courses, marinas, and other recreational facilities, whether or not such lands or facilities are contiguous to Placido Bayou, if they are intended to provide enjoyment, recreation or other use or benefit to the Members; provided, however, it may not acquire or enter into agreements acquiring these leaseholds or other possessory or use interests except as authorized by the Board and by not less than a majority of all votes entitled to be cast by the Voting Members, and may not purchase any land except as authorized by the Board and by two-thirds (2/3) of all votes entitled to be cast by the Voting Members. The purchase price, rental, operations, replacements and other expenses shall be Operating Expenses.

(i) The Community Association may exercise all other rights or privileges given to it expressly by this Master Declaration, its Articles, or Bylaws, and every other

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.

Section 4. Limitations of Authority of in the Community Association. Prior to the transfer of all Community Properties to the Community Association or such longer period as may specifically be provided in this Master Declaration or any other Master Document, neither the Board nor the membership, without Developer's prior written consent, shall have the authority to, and shall not undertake any action which shall:

(a) prohibit or restrict in any manner the sales and marketing program of Developer;

(b) decrease the maintenance services below the level performed by the Community Association prior to the Turnover Meeting;

(c) make any Special or Individual Assessment against or impose any fine upon the Developer's property within Placido Bayou;

(d) change the membership of the DRC or diminish its powers as stated herein;

(e) alter or amend any Master Document or any amendment thereto;

(f) terminate or waive any rights of the Community Association under this Master Declaration;

(g) convey, lease, mortgage, alienate or pledge any easements or Community Properties of the Community Association;

(h) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Community Association;

(i) terminate or cancel any easements granted hereunder or by Developer or the Community Association;

(j) terminate or impair in any fashion any easements, powers or rights of Developer hereunder;

(k) restrict Developer's right of use, access and enjoyment of any portion of Placido Bayou; or

(l) cause the Community Association to default on any of its obligations under any contract or this Master Declaration.

ARTICLE VI
BUDGET AND ASSESSMENTS

Section 1. Annual Budget. The estimated initial budget for the Community Association is attached hereto as Exhibit C. Each year, before the end of the accounting year, the Board shall approve an annual budget establishing the projected Operating Expenses for the succeeding year in accordance with the provisions of the Bylaws. Said budget shall detail the estimated expenses for the Community Properties, Limited Community Properties, if any, and the general and administrative costs of the Community Association. Notwithstanding the

Order: 5BZ4FJ223

-21- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

above, the initial budget shall remain in effect for the period described at Section 9, below.

Section 2. Division of Operating Expenses. Assessments for Operating Expenses shall be levied equally against each Assessment Unit described at Section 3, below, subject to the following exceptions:

(a) A Parcel shall not be assessed as one (1) Assessment Unit nor considered one (1) Assessment Unit for any purpose relating to Assessments for Operating Expenses; instead, the Owner of each Parcel shall be assessed for the number of Assessments Units equal to the votes allocated to said Parcel according to the provisions in Subsection 2(a) of Article V, above.

(b) Operating Expenses for Limited Community Properties, if any, shall be shared only among the Owners of the Assessment Units who are granted use rights in such Limited Community Properties.

Section 3. Fractional Shares.

(a) Initially, the Owners of each Assessment Unit, as such term is hereinafter described in this Section, shall be liable to the Community Association for a 1/222 share of the Operating Expenses (the "Fractional Share") excepting those Operating Expenses allocable to the Limited Community Properties. The Fractional Share shall be recomputed by the Board each year at the time the annual budget for the succeeding year is adopted so that the numerator shall remain one (1) and the denominator shall be the aggregate sum of the following (the "Assessment Units"):

(i) the number of Condominium Units shown as being substantially completed in the recorded surveyor's certificate for the Condominium containing such Condominium Units;

(ii) the number of Dwelling Units for which a Certificate of Occupancy has been issued from the appropriate Governmental Body;

(iii) the number of Units duly assigned to each portion of Placido Bayou which has been designated by Developer as a Parcel; and

(iv) the number of Lots, if any, which have been sold and closed to an initial purchaser by Developer.

(b) The fractional Share for each Limited Community Property shall be determined in the same manner set forth above except the denominator shall be the aggregate of only those Assessment Units which are entitled to use such Limited Community Properties.

(c) The recomputation provided for herein is intended to accommodate the growth of Placido Bayou. No Unit, once included, shall thereafter be excluded because of termination of a Condominium, destruction of a Unit or otherwise, absent an actual replat of the area containing such Unit or the reallocation of Units for a Parcel as provided herein.

(d) Notwithstanding the annual recomputation of the Fractional Share by the Board as provided above, no change in the initial Fractional Share shall occur until the

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

denominator, as recomputed, is larger than the denominator of the initial Fractional Share, unless and until:

(i) Developer terminates its obligation to fund deficiencies in the budget as described at Section 9 below, or

(ii) Developer discontinues development of Placido Bayou.

Section 4. Annual Assessments. Each year, all Operating Expenses projected in the annual budget for such year shall be apportioned among the Owners of each Assessment Unit as an Annual Assessment, in accordance with Section 3, above, and all other applicable provisions of this Master Declaration and the Bylaws. Annual Assessments shall be payable by Owners of such Assessment Units annually or in equal installments on the date or dates established by the Board from time to time.

Section 5. Other Assessments.

(a) In addition to the Annual Assessments authorized above, the Community Association may levy Special Assessments, which Special Assessments shall be apportioned in the manner set forth in Section 3 above, in order to provide for the actual economic needs of the Community Association or for the purpose of defraying, in whole or in part, the cost of the purchase of real or personal property, the construction, reconstruction, unexpected repair or replacement of a capital improvement, including fixtures and personal property related thereto, or the expense of any other contingencies; provided, however, at such time the total amount of Special Assessments levied during the then current accounting year exceeds fifteen percent (15%) of the Annual Assessment for said accounting year, then such Special Assessment shall require the approval of not less than two-thirds (2/3) of the votes cast at a membership meeting called for such purpose. Special Assessments shall be levied in a lump sum or in installments as the Board shall, from time to time, determine. Special Assessments are only applicable for the accounting year in which they are levied.

(b) Individual Assessments may be levied against a Unit in accordance with Articles VII, X and XI in the amount of any charges or fines provided for therein.

(c) The initial purchaser of each Unit shall pay to the Association at closing a fee in an amount equal to one-sixth (1/6) of the Annual Assessment owing on his Unit as determined at said time, which sum shall be over and above the other Assessments provided for herein.

Section 6. Collection. Unless the Community Association elects to collect such Assessments directly from the Owners, each installment of Annual and Special Assessments levied against the Owners in each Neighborhood shall be remitted to their Neighborhood Association together with the assessments for such Neighborhood Association. Each Neighborhood Association shall remit to the Community Association all amounts it receives on behalf of the Community Association no later than three (3) working days after the date such Assessments are due. All sums collected by a Neighborhood Association shall be first applied to such Assessments owing to the Community Association and the remaining amounts, if any, shall be deemed payment of assessments levied by the Neighborhood Association. In the event any Owner fails to timely remit any Assessment, the Community Association shall have all remedies

Order: 5BZ4FJ223

- 23 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

provided at law or equity in addition to those remedies provided in this Master Declaration. In the event any Neighborhood Association fails to remit to the Community Association all Assessments collected by such Association, the Community Association shall have all remedies provided at law or equity for the recovery of such sums.

Section 7. Association's Responsibilities. The Community Association shall have the responsibility of assessing, but the officers and directors of the Community Association shall not be personally liable for failure to so assess an Owner for the costs of maintenance, repairs or replacements caused by negligence or misuse of the Community Properties by an Owner or occupant, his employees, licensees, family, servants, guests, or invitees, or caused by violation of this Master Declaration, which requires correction or increases the costs of maintenance or repair, or increases the cost of insurance, if any for said Community Properties. The Community Association shall have the responsibility for maintenance and repair set forth in this Master Declaration, however, neither the Community Association nor any officer or director shall be liable to any Owner for injury or damage other than the costs of such maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Community Association or caused by the Community Properties or by any other Owner or person.

Section 8. Rights of Interested Parties.

(a) Any person who acquires an interest in a Unit, except for a Mortgagee taking title through foreclosure or a deed in lieu of foreclosure, shall not be entitled to occupancy of the Unit or enjoyment of the Community Properties until such time as all unpaid Assessments due and owing by the former Owner have been paid.

(b) Any Owner shall have the right to require from the Community Association a certificate showing the amount of unpaid Assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby.

(c) The Community Association, acting through its Board, shall have the right to assign its claim of lien for the recovery of any unpaid Assessments to Developer or to other Owners, or to any third party.

(d) Nothing herein shall abridge or limit the rights or responsibilities of Mortgagees of a Unit. A first Mortgagee, upon request, will be entitled to written notification from the Community Association of any default in the performance by the individual Owner/borrower of any obligation under any Master Document which is not cured within sixty (60) days.

Section 9. Developer's Obligation for Assessments. For so long as Developer owns any Unit, it shall not be required to pay Assessments pertaining to such Units during any period that it guarantees to fund the difference between the sum of all Assessments for Operating Expenses collected from the other Owners and the actual cost of such Operating Expenses (the "Guarantee Period"). Developer guarantees that the Assessments for Operating Expenses imposed upon the Unit Owners during the period commencing with the date of recording this Master Declaration and ending on the last day of that

Order: 5BZ4FJ223

- 24 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

month in the succeeding year (the "Initial Guarantee Period") shall not exceed \$219.36 annually or \$18.28 monthly. Developer may elect to extend or reinstate a Guarantee Period by giving the Board written notice of such election at any time. The duration of the extension or reinstated Guarantee Period and the stated dollar amount of the maximum Assessment for Operating Expenses to be levied against the Unit Owners during such Guarantee Period shall be set forth in Developer's notice; provided, however, said stated dollar amount shall never exceed one hundred fifteen percent (115%) of such Assessment levied against an Owner during the prior accounting year of the Association. At any time subsequent to the Initial Guarantee Period, Developer may commence paying Assessments for the Units it owns and thereby automatically terminate its obligation to fund deficits, but at the beginning of any accounting year thereafter Developer may again elect to fund the deficit. Notwithstanding the foregoing, should ad valorem taxes or federal or state income taxes be levied or assessed against the Community Association at any time, Assessments against Units shall be increased to reflect a prorata share of such tax as provided in the initial budget. At no time shall Developer be liable for any portion of Assessments for capital improvements without its written consent.

ARTICLE VII
LIABILITIES, LIENS, INTEREST AND
COLLECTION OF ASSOCIATION'S ASSESSMENTS

Section 1. Covenant for Assessments. Each Owner, by acceptance or delivery of a deed or other conveyance for any Unit, whether or not it shall be so expressed therein, shall be deemed to covenant and agree to pay all Assessments imposed by the Community Association in accordance with the terms of this Master Declaration which come due while he is the Owner, except that Developer shall be obligated to pay such Assessments only to the extent as is otherwise provided herein. Whenever there is more than one (1) Owner of a Unit, all Owners shall be deemed to likewise covenant and agree to be jointly and severally liable for all Assessments against their Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments against the grantor up to the time of such voluntary conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefor. The liability for said Assessments may not be avoided by waiver of the use or enjoyment of any Community Properties, services or recreation facilities or by abandonment of the Unit for which the Assessment was made.

Section 2. Delinquent Assessments. All such Assessments or installments thereof not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, for any Assessment or installment not paid on or before ten (10) days from the date when due, the Community Association shall have the right and power to levy late charges against the delinquent party in such amounts as may be determined by said Community Association, from time to time, provided such late charge shall not be less than Ten Dollars (\$10.00) or four percent (4%) of the delinquent amount, whichever is greater. The Community Association may waive payment of interest or late charges or both on determination that such waiver is in its best interest.

Section 3. Lien Rights and Foreclosure.

(a) The Community Association shall have a continuing lien on each Unit for any unpaid Assessments, with interest and late charges thereon and the cost of collection thereof, until paid, which lien shall be binding upon such property in the hands of the then Owner, his heirs, devisees,

personal representatives and assigns. The Community Association shall have the right to accelerate any unpaid balance of the Assessment, which amount may also be secured by said lien. Such liens shall be effective from and after the time of recording in the Public Records of the County, a claim of lien stating the description of the Unit, the name of the record Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claim of lien shall be signed and verified by an officer or agent of the Community Association and shall then be entitled to be recorded. Upon full payment including attorneys' fees and costs, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any recorded lien prior to the time of such recording of the claim of lien, including the lien of a Mortgagee. Additionally, the obligation of the then Owner to pay such Assessment shall remain his personal obligation for the statutory period. Provided, further, no voluntary sale of any Unit shall be effective, nor shall any unencumbered title be conveyed unless and until the Owner has obtained from the proper officers of the Community Association a certificate, in recordable form, attesting to the fact that the Owner has paid all Assessments to date, together with all other charges as may be permitted herein. The Owner requesting the certificate shall pay to the Community Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(b) The Community Association may bring an action in its name to foreclose such lien, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the delinquent Owner shall pay the costs of recording the claim of lien and all collection costs, including, but not limited to, the cost of preparing and filing the complaint in such action, filing and service of process fees, and reasonable attorneys' fees incurred by the Community Association incident to the collection of such Assessment or enforcement of such lien whether or not suit is brought, including same on appeal, post judgment or bankruptcy proceedings. As used herein, reasonable attorneys' fees shall be deemed to mean such reasonable sums as a court might award at the trial and/or appellate level, but in either event not less than Two Hundred Fifty Dollars (\$250.00) if any action is actually filed on behalf of the Association.

(c) Liens for such Assessments may be foreclosed by suit brought in the name of the Community Association in the manner a mortgage on real property is foreclosed. The lien of a Neighborhood Association to secure its assessments shall be inferior and subordinate to any lien enforceable by the Community Association hereunder without regard to the date of filing in the Public Records of the County. Both claims may, at the option of the Board, be consolidated and filed jointly as a single claim.

(d) The Community Association may bid on the Unit at any sale, applying as a cash credit against its bid all sums due said entity covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

(e) Where a Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or where a Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for any Assessment by the Community Association pertaining to such

Order: 5BZ4FJ223

- 26 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Unit or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid Assessment shall be deemed to be Operating Expenses collectible from all of the Owners, including such acquirer, its successors and assigns. A Mortgagee acquiring title to a Unit as a result of foreclosure, of a deed in lieu of foreclosure, or otherwise may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of any or all of Assessments coming due during the period of such ownership.

Section 4. Homestead. By acceptance of a deed thereto, each Owner shall be deemed to acknowledge conclusively that the obligations evidenced by the Assessments provided for in this Master Declaration are superior in dignity to any homestead rights which said Owner may now or in the future claim with regard to the Unit.

Section 5. Payment by Developer. In the event for any reason the Community Association shall fail to collect the Assessments for Operating Expenses, Developer shall at all times prior to the transfer of all the Community Properties have the right, but not the obligation: (i) to advance such sums to the Community Association, or (ii) to collect Assessments and, if applicable, any sums advanced by Developer using the remedies available to the Community Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Developer.

Section 6. Rights of Developer and Mortgagees. Any Mortgagee shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, Developer and any Mortgagee shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Community Association where the same are overdue and where lapses in policies or services may occur. Developer and any Mortgagees paying overdue Operating Expenses on behalf of the Community Association will be entitled to immediate reimbursement from the Community Association plus any costs of collection as described in this Article.

ARTICLE VIII DESIGN REVIEW COMMITTEE

Section 1. Members of Committee. The Design Review Committee (the "DRC"), shall consist of not less than three (3) members. The initial members of the DRC shall be persons designated by Developer. Developer shall have the right to appoint, remove, and replace all members of the DRC until the Turnover Meeting, at which meeting the Board shall appoint new members to hold office until the next annual meeting of the Board. Thereafter, new members of the DRC shall be appointed by the Board at each annual meeting and shall hold office for a term of one (1) year and until his successor has been appointed or until his earlier resignation or removal from office. Members of the DRC may be removed at any time without cause by Developer or the Board, as appropriate.

Section 2. Review of Proposed Development. Subject to Section 9 below, no portion of Placido Bayou shall be improved or developed in any manner, whether by an Owner, a Neighborhood Association or any other individual or legal entity until all plats, site plans, plans and specifications, easements, restrictive covenants, condominium documents or any other such document or instrument affecting said property, (the "Application") has been reviewed and approved in writing by the DRC. The DRC shall have right of approval over the nature, kind, shape, height, materials, location, and schedule of construction, the names of Condominiums, Neighborhoods, Thoroughfares, Neighborhood Roads or otherwise, and any other matter the DRC deems appropriate, subject to limitations which may be imposed by the Board subsequent to the Turnover Meeting. Also subject to Section 9 below, no Unit, building, fence, wall or other structure or improvement (including landscaping, except landscaping on areas enclosed by fences or walls) shall be commenced, painted, erected or maintained in Placido Bayou, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same (also the "Application") shall have been submitted to, and approved in writing by the DRC. The DRC shall approve Applications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the present or future development of Placido Bayou or to the appearance of Placido Bayou as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The DRC may condition its approval as it deems appropriate, and may require submission of additional documents, plans and specifications or other information prior to approving or disapproving material submitted. The DRC may also issue rules or guidelines setting forth procedures for the submission of Application for approval. The DRC may require such detail in Applications submitted for its review as it deems proper. Until receipt by the DRC of all required documents, the DRC may postpone review of any documents submitted for approval. The DRC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved. Provided, however, the DRC may establish such longer time limits and other rules concerning review, from time to time, as may be necessary because of the volume and complexity of the documents being submitted for review. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Subsequent to the Turnover Meeting, any decision of the DRC may be appealed to the Board within fifteen (15) days from the date of rendition of the decision of the DRC pursuant to procedures established by the Board.

Section 3. Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder. The majority vote of the DRC shall constitute an act of the DRC. The DRC may adopt a schedule of reasonable fees to cover the costs, if any, of processing Applications, which fees shall be subject to approval of the Board.

Section 4. No Waiver of Future Approvals. The approval by the DRC of any proposals, or plans and specifications, or drawings for any work done or proposed, or in con-

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

nection with any other matter requiring the approval and consent of the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Services of Professionals. The DRC shall have the power to engage the services of professionals for compensation for purposes of aiding the DRC in carrying out its functions. The costs of such professionals shall be included in the fees for processing Applications provided for above.

Section 6. Inspection of Work. Inspection of work to insure that construction is in compliance with approved plans shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the applicant (the "Applicant") shall give written notice of completion to the DRC.

(b) Within twenty (20) days thereafter, the DRC or its duly authorized representative may inspect such improvement. If the DRC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within said twenty (20) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If, upon the expiration of ten (10) days from the date of such notification, the Applicant shall have failed to commence such action as is necessary to remedy such noncompliance, the DRC shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If the Board determines that a noncompliance exists, the Applicant shall commence such actions as is necessary to remedy or remove the same within a period of not more than ten (10) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Community Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Community Association, the Board shall levy a Special Assessment against such Applicant for reimbursement. Whenever the noncomplying Applicant is a Neighborhood Association the Special Assessment shall be levied equally against all members of such Neighborhood Association or, if the noncompliance affects only a single Condominium, against all members from such Condominium.

(d) If for any reason the DRC fails to notify the Applicant of any noncompliance within twenty (20) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7. Non-Liability of DRC Members. Neither the Community Association, the DRC nor any member thereof shall be liable to the Community Association, any Neighborhood Association, Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

- 29 -

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

the performance or non-performance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member, in which case only that member shall have liability. The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to Placido Bayou. The DRC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of quality of construction, structural safety or conformity with building or other codes.

Section 8. Variance. The DRC or the Board may authorize variances from compliance with any of the architectural provisions of any Master Document when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. The granting of such a variance must be evidenced in writing which must be signed by not less than a majority of the members of the DRC or the Board. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in the Master Documents shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of any Master Document for any purpose except as to the particular property and particular provisions thereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

Section 9. Exemptions. Developer shall be exempt from the provisions of Sections 2 and 6, above, and shall not be obligated to obtain DRC approval for any construction, alterations, or changes in construction within Placido Bayou.

Section 10. Delegation to Neighborhood Association. The Board may, but is not obligated to, adopt a resolution delegating to a Neighborhood Association, an Architectural Control Committee thereof, or other similar committee of such Neighborhood Association, any or all of the duties, responsibilities, powers and authority conferred in this Master Declaration upon the DRC; provided such duties, responsibilities, powers and authority shall be exercised only within the Neighborhood Operated by such Neighborhood Association and the actions of such Neighborhood Association or committee shall be subject to review and approval by the DRC, at its option. The Board may, in its sole discretion, terminate such delegation at any time and the DRC shall thereafter resume its duties, responsibilities, powers and authority within such Neighborhood. The Board may subsequently redelegate such duties, responsibilities, power and authority as stated herein.

Section 11. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the individual or entity which is in violation of said Article, including expenses of appellate review, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE IX
PERMITTED AND PROHIBITED USES

Section 1. Clothes and Drying Facilities. Any outside clothesline or other outside clothes drying facility shall be permitted on Lots provided the same are concealed from public view to the extent possible.

Section 2. Trash Containers. All trash containers and contents thereof shall be stored underground, or in a screened area not visible from the streets or adjoining Dwelling Units or as otherwise required by the City of St. Petersburg, Florida. No Lot or other portion of Placido Bayou shall be used or maintained as a dumping ground for rubbish. For purposes of periodic trash removal, within twenty-four (24) hours prior to pick-up, an Owner may place his covered trash container at a location convenient for pick-up. All such covered trash containers shall be removed from the pick-up location by the Owner within twelve (12) hours of pick-up.

Section 3. Exterior Antenna. No outside antenna, satellite receiving dish or other similar receiving apparatus whatsoever shall be placed, maintained, or constructed within Placido Bayou without the prior written approval of the DRC.

Section 4. Parking. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways and garages of Dwelling Units, parking garages, parking lots, and other paved surfaces designated by Developer or the Community Association for such purposes. Except for being parked or stored in an enclosed garage, no commercial or recreational vehicle of any variety shall be parked or stored overnight in Placido Bayou unless approved by the DRC. By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans except those types of vans used as an everyday vehicle other than for commercial purposes. The Board is specifically authorized to promulgate additional rules and regulations pertaining to parking, particularly to accommodate parking requirements for tennis tournaments, exhibition matches and related activities conducted at a neighboring tennis facility presently known as The Racquet Club, and the Board is specifically granted by this Master Declaration the right to enforce this Master Declaration and the rules and regulations of the Board pertaining to parking by the towing of the vehicles which are in violation.

Section 5. Signs. No sign, advertising or notice of any type shall be permitted in Placido Bayou unless specifically permitted by the prior written consent of Developer or the Community Association. Notwithstanding the foregoing, Developer specifically reserves for itself and grants to the Community Association the right to place and maintain, throughout Placido Bayou, signs connected with construction, marketing, sales and rental of Units and signs which provide identification or information.

Section 6. Temporary Structures. No structure of a temporary character shall be placed or constructed within Placido Bayou at any time; provided, however, that this prohibition shall not apply to construction trailers or construction offices used by Developer, other Owners, the Community Association, or any Neighborhood Association, during the construction of any improvement by such individual or entity within Placido Bayou. It is, however, expressly prohibited that any of these latter temporary shelters be used, at any time, as residences or permitted to remain within Placido Bayou after completion of construction.

Section 7. Animals. No animals of any kind shall be raised, bred or kept on any Lot or in any Unit; except that dogs, cats or other household pets may be kept subject to the following limitations: (a) no such household pet may exceed forty (40) pounds; (b) only one (1) household pet may be kept in each Unit, except that resulting litters may be kept for up to eight (8) weeks after birth. Notwithstanding anything to the contrary contained in this Subsection 7(b), an Owner purchasing a Unit directly from Developer shall have the right to move in with two (2) household pets and to keep such two (2) pets in the Unit; provided that in the event of the death or permanent removal from the Unit for any reason of one or both of such pets, such Owner's rights shall be limited to the keeping of one (1) household pet in the Unit as hereinabove provided; and (c) animals may not be commercially bred or raised for sale.

Section 8. Commercial Activities. No Dwelling Unit or Condominium Unit shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. No business or commercial building shall be erected in or on any Unit, nor shall any business be conducted from any Dwelling Unit or Condominium Unit. This provision, however, shall not be deemed to prohibit the Community Association or Developer from acquiring any Lot or Parcel within Placido Bayou for such purpose as either may deem necessary or beneficial for the Owners, including, but not limited to, recreational purposes. Further, any use of a Parcel permitted under Subsection 4(g) of Article II, above, shall not be deemed as commercial activity prohibited by this Section, nor shall this provision limit any rights reserved to Developer, including without limitation those rights set forth at Section 6 of Article II, above.

Section 9. Air Conditioning Units and Reflective Materials. No window or wall air conditioning unit shall be permitted to be placed in a Unit unless the consent of the DRC is obtained. No Unit shall have aluminium foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the DRC for energy conservation purposes.

Section 10. Leases. No portion of a Lot, Dwelling Unit or Condominium Unit (other than an entire Lot, Dwelling Unit or Condominium Unit) may be rented. Each lease for any Lot, Dwelling Unit or Condominium Unit shall be restricted to occupancy by a Single Family. No Parcel, nor any part thereof, shall be rented without the prior written consent of the Community Association. All leases shall be on forms approved by the Community Association and shall provide that the Community Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of any Master Declaration. Owners wishing to lease their Units shall be required to place in escrow with the Community Association a sum as determined by the Board which may be used by the Community Association to repair any damage to the Community Properties or other portions of Placido Bayou resulting from acts or omissions of tenants. The Owner will be jointly and severally liable with the tenant to the Community Association for any amount in excess of such sum which is required by the Community Association to effect such repairs or to pay any claim for injury or damage to property caused by the acts or omissions, whether intentional or negligent, of the tenant. Any balance of such deposit, if any, less an administrative charge as determined by the Board, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the subject Unit. The Com-

munity Association has the right but not the obligation to act as the agent of the Owner for purposes of bringing any eviction proceedings which it deems necessary. The Community Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration, including fees for appellate review and post judgment proceedings. Developer is exempt from the provisions of this Section.

Section 11. Destruction of a Unit. In the event that any Dwelling Unit or Condominium Unit is destroyed or damaged, then the remains shall be restored or removed. Any replacement must be with a Dwelling Unit or Condominium Unit of a similar size and type. The plans and specifications for any such replacement Unit shall be subject to the provisions of Article VIII above.

Section 12. Mailboxes. The DRC shall approve the location, size, design and material of any mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material. In the event the United States Postal Service makes available delivery service of mail to individual Units, the DRC may require that all mailboxes, paperboxes, or other such receptacles previously utilized by Owners be attached to such Units in a form and manner acceptable to the DRC.

Section 13. Lawful Conduct. No unlawful or immoral use shall be made of any property within Placido Bayou, and no noxious or offensive trade or activity shall be carried on upon such property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, residents or occupants thereof.

Section 14. Hazardous Materials. The Community Association may make reasonable Rules, restricting and prohibiting, where necessary, the use and storage of materials and equipment upon any portion of Placido Bayou which under the circumstances may be considered hazardous.

Section 15. Variances. The DRC may grant variances to Use Restrictions 1 through 14 of this Article IX.

Section 16. Additional Rules and Regulations. Developer, prior to the Turnover Meeting, and, thereafter, the Board may establish such additional Rules as may be deemed to be in the best interest of the Community Association and the Owners.

Section 17. Right to Abate Violations. The Community Association or Developer, prior to the Turnover Meeting, and the Community Association thereafter, may enter any portion of Placido Bayou, including without limitation any structure located thereon, for the purpose of curing any violation under the terms of any Master Document upon giving reasonable notice and opportunity to cure such violation to the Owner of the subject Unit. Such entry shall be lawful and shall not be deemed a trespass. The cost of curing such violation shall be charged against the Owner as a Special Assessment.

Section 18. Exemption for Developer. The Developer shall be exempt from the provisions of this Article IX so long as it owns any portion of Placido Bayou.

ARTICLE X
ENFORCEMENT

In addition to the enforcement remedies provided to the Community Association in any Master Document, the Community Association shall have the right to enforce, by any proceeding at law or in equity, including without limitation an action for injunctive relief, all restrictions, conditions, covenants, reservations and Rules now in effect or promulgated in the future, and liens and charges now or hereafter imposed by, or pursuant to, the provisions of any Master Document. All costs and expenses incurred by the Community Association in terminating or curing a violation, including but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Community Association incident to the proceeding, whether judicial proceedings or otherwise, shall be assessed against the Owner determined by the Community Association to be in violation of the provisions of any Master Document. All costs and expenses of such enforcement incurred by the Community Association and fines levied thereby shall be assessed against the Owner's Unit as an Individual Assessment collectible in the same manner as any other Assessment of the Community Association. Failure by the Community Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any future time.

ARTICLE XI
OWNER'S LIABILITY

Section 1. Limitation of Liability. The liability of an Owner for Operating Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Master Declaration; provided, however, such Assessment shall be due and payable regardless of whether or not said Owner is sent or actually receives a written notice. An Owner may be personally liable for the acts or omissions of the Community Association in relation to the use of the Community Properties, but only to the extent of his pro rata share of that liability in the same fraction as his share in the Operating Expenses and, if permitted by law, such liability shall not exceed the value of his Unit. In any legal action in which the Community Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, the Community Association shall give notice of the exposure within a reasonable time to all Owners, and they shall have the right to intervene and defend.

Section 2. Individual Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, omission or negligence, or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance, if any, carried by the Community Association.

ARTICLE XII
AMENDMENT OF DECLARATION

Section 1. Amendment by Members. The power to modify or amend this Master Declaration may be exercised by the Members if notice of the proposed change is given in the notice of the meetings. An amendment may be proposed either by the Board or by at least two (2) Voting Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must be approved by not less than a majority of all votes entitled to be cast. Alternatively, the Master Declara-

tion may be modified or amended without meeting, without prior notice and without vote, if a consent in writing, setting forth the modification or amendment shall be signed by Voting Members representing not less than a majority of all votes.

Section 2. Recordation of Amendment. An amendment other than amendments made by Developer, shall be evidenced by a certificate of the Community Association which shall include the recording data identifying the Master Declaration and shall be executed by the President or Secretary of the Community Association in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of the Community Association is not required. The amendment shall be effective when properly recorded in the Public Records of the County.

Section 3. Nonmaterial Errors and Omissions. If it appears that through scrivener's error any word has been misspelled, or any reference to any document or the Florida Statutes or any portion thereof is incorrect, or some error or omission which does not materially adversely affect the Owners has been made, the error may be corrected by filing an amendment to this Master Declaration approved by the Board or by a majority vote of the Voting Members. To be effective, the amendment must be executed by the Community Association, and only by the Owner(s) and Mortgagees of Units specifically and specially affected by the modifications being made. No other Owner is required to join in or execute the amendment.

Section 4. Rights of Developer.

(a) Notwithstanding the above, so long as Developer owns any portion of Placido Bayou, no amendment may be made without the written consent and joinder of Developer.

(b) For so long as Developer owns any portion of Placido Bayou, it shall have the right and irrevocable power to amend, in whole or in part, this Master Declaration as it, in its sole discretion, deems necessary or desirable, including, without limitation, in order to (i) identify, locate, and describe any portion of Placido Bayou for a specific use or classification; (ii) to resolve or clarify any ambiguities or conflicts herein or to correct any inadvertent misstatements, errors or omissions herein; or (iii) make the documents comply with the requirements of any statutory provisions or any local, state or federal rules or regulations; (iv) gain acceptance or approval of any institutional lender or title insurer, including without limitation the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Veterans Administration; (v) to accommodate an alternate plan of development of the Real Property. Any such amendment shall be executed by Developer, and the joinder or further consent of individual Owners or holders of recorded liens or other interests therein, including Mortgagees, shall not be required.

(c) All amendments shall take effect immediately upon due recordation in the Public Records of the County. No such amendment, particularly an amendment made pursuant to Subsection 4(b)(iv), shall be deemed material or adverse to any prospective purchaser of a Unit or an Owner and shall not extend or renew any right of rescission which may be granted to such prospective purchaser.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, and easements of this Master Declaration shall constitute covenants running with the land and shall be binding upon and inure to the benefit of and be enforceable by Developer, the Community Association, any Neighborhood Association or any Owner of any land subject to this Master Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time the covenants and restrictions contained in this Master Declaration shall be automatically extended for successive periods of ten (10) years, unless at least three (3) months prior to the end of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Units agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of the County.

Section 2. Management Agreement. The Community Association has entered into a Management Agreement, a copy of which is on file with the Secretary of the Community Association. Each member, his heirs, successors and assigns shall be bound by the Management Agreement to the same extent and effect as if he has executed said Management Agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming the execution thereof by the Community Association; covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder; and agreeing that the persons acting as directors and officers of the Community Association entering into such Management Agreement have not breached any of their duties or obligations to the Community Association.

Section 3. Severability. Wherever possible, each provision of this Master Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Master Declaration.

Section 4. Temporary Committees. Developer, prior to the Turnover Meeting, in its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Community Association from Developer control to control by the Membership.

Section 5. Conflict. This Master Declaration shall take precedence over conflicting provisions in the Articles and Bylaws, and the Articles shall take precedence over the Bylaws. This Master Declaration shall take precedence over any conflicting provision in any Declaration or the Articles of Incorporation or bylaws of any Neighborhood Association. Notwithstanding the above, any provision which tracts or restates any requirement of the Florida Statutes shall prevail over any conflicting statement, regardless of which documents contain the statements.

Section 6. Indemnity. The Community Association hereby agrees to indemnify and hold Developer harmless from any and all loss, damage, cost, claims, suits, liability or expenses, including reasonable attorneys' fees, by virtue of any of the following:

Order: 5BZ4FJ223

- 36 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

(a) Any default or breach by the Community Association of any of its obligations or responsibilities under any Master Document.

(b) Any injury or death of persons or damage to property caused by or arising out of any act or omission of the Community Association, a Neighborhood Association, the Owners or their respective lessees, tenants, patrons, guests or invitees on Placido Bayou.

Section 7. Terms. As used herein the singular shall include the plural, the plural shall include the singular, and each gender shall include the others where the context so requires.

Section 8. Florida Contract. This Master Declaration shall be construed according to the laws of the State of Florida, regardless of whether this Master Declaration is executed by any of the parties hereto in other states or otherwise. In the event of litigation incident to this Master Declaration or any of the other Master Documents, the forum shall be in the appropriate court in the State of Florida.

Section 9. Incorporation of Master Documents. Any and all deeds conveying a Unit or any other portion of Placido Bayou shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Master Documents whether or not such incorporation is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be deemed to be acceptance by such grantee of all the terms and conditions of the Master Documents.

Section 10. Condemnation. In the event the Community Association receives any award or payment arising from any taking of the Community Properties or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Community Properties and improvements thereon to the extent deemed advisable by the Community Association and the remaining balance, if any, shall be held by the Community Association for the use and benefit of Placido Bayou.

Section 11. Exhibits. All exhibits referred to herein shall be attached hereto and by said references be incorporated herein and made a part hereof.

Section 12. Interpretation by Board. The Board shall be responsible for interpreting the provisions of this Master Declaration and any exhibits attached hereto and any other Master Document. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

Section 13. Interest. Whenever any Master Document provides that interest shall be payable at the maximum contract rate of interest permitted by Florida law and in the event no such maximum legal rate of interest exists, then all such provisions in any Master Document shall be deemed to require interest be payable at the rate of twenty percent (20%) per annum.

Section 14. Acceptance. The Community Association by its execution of this Master Declaration acknowledges and agrees to abide by all of the terms and provisions of this Master Declaration.

IN WITNESS WHEREOF, this Master Declaration of Covenants, Restrictions, and Easements has been signed by Developer and joined by the Association, on the day and year first above set forth.

Signed, sealed and delivered
in the presence of:

Nancy Martin
Lloyd E. Williams, Jr.
As to Lloyd E. Williams, Jr.

Lloyd E. Williams, Jr.
LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou, a Florida joint venture

J.K. FINANCIAL CORPORATION, a Florida corporation, a venture partner, in Placido Bayou Joint Venture, a Florida joint venture

Nancy Martin
Lloyd E. Williams, Jr.
As to J.K. Financial Corporation

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

Nancy Martin
Lloyd E. Williams, Jr.
As to Robert P. Crisp

[Signature]
ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture, a Florida joint venture

Nancy Martin
Lloyd E. Williams, Jr.
As to Placido Bayou Community Association, Inc.

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Lloyd E. Williams, Jr.
Notary Public

(SEAL)
My Commission Expires Oct. 5, 1985
Notary Public, Florida, State at Large
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by John E. Ragsdale the President and Barbara Q. Ragsdale the Secretary, respectively, of J.K. FINANCIAL CORPORATION, a Florida corporation on behalf of the corporation, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by ROBERT P. CRISP, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by Wanda E. Williams the President and Robert P. Crisp the Secretary, respectively, of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation on behalf of the corporation.

Linda B. Mullen
Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

JOINDER OF MORTGAGEE

D. R. 5848 PAGE 1516

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Master Declaration of Covenants, Restrictions and Easements, and subordinates all of its instruments of security including its mortgage interest to said Master Declaration of Covenants. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property, Loan Agreement, Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights and Assignment of Rents, Leases, Contracts, Accounts and Deposits, all dated May 31, 1984, and as modified from time to time. The Mortgage and Assignment of Rents, Leases, Contracts, Accounts and Deposits were recorded in Official Records Book 5773, commencing at Page 1790 and 1815 respectively, of the Public Records of Pinellas County, Florida.

(2) The Financing Statement as to the Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights was recorded June 1, 1984 in Official Records Book 5773 commencing at Page 1652, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 24th day of September, 1984.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of
the United States of America

Maria C. Chambers

By Robert L. Heinichon
Its Senior Vice President

Betty L. S. Sada

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of September 1984 by Robert L. Heinichon, Senior Vice President of HOME FEDERAL BANK, F.S.B.

Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires NOV. 9, 1985

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

JOINDER OF MORTGAGE

Q. I. 5848 PAGE 1517

The Mortgagee, ROBERT P. CRISP, individually and as Trustee, as a holder and owner of an encumbrance of record of the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Master Declaration and subordinates its mortgage interest to Master Declaration of Covenants, Restrictions and Easements.

Said mortgage interest was created by that certain mortgage of real property, dated April 13, 1981, and as modified, corrected and renewal of record from time to time. The Mortgage was recorded in Official Records Book 5175, commencing at Page 184, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, has hereunto set its hand and seal on this 11 day of September, 1984.

Signed, sealed and delivered ROBERT P. CRISP, individually and in the presence of: as Trustee

Linda B. Mullen
Nancy Martinez

[Signature]

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26th day of September by Robert P. Crisp, individually and as Trustee.

[Signature]
Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at _____
My Commission Expires JULY 16, 1986

A portion of Section 5, Township 31 South, Range 17 East, Pinellas County Florida, described as follows:
From the West 1/4 corner of said Section 5 for a Point of Beginning;
thence N.01°24'11"W., along the West line of said section, 1701.91 feet
to a point on the South line of Lot 1, Block 1, PINEHURST SHORECREST
SCHOOL REPLAT & ADDITION, as recorded in Plat Book 86, Page 90, Pinellas
County Records; thence along the South and East line of said plat by
the following five (5) courses:

1. N.88°32'39"E., 499.71 feet;
2. N.01°22'05"W., 418.50 feet;
3. S.88°32'01"W., 8.41 feet;
4. N.01°22'38"W., 452.00 feet to a Point of Curve;
5. Along the Arc of a Curve to the Right, Radius 10.00 feet, Arc 15.68 feet, Chord N.43°33'21"E., 14.13 feet to a Point of Tangent

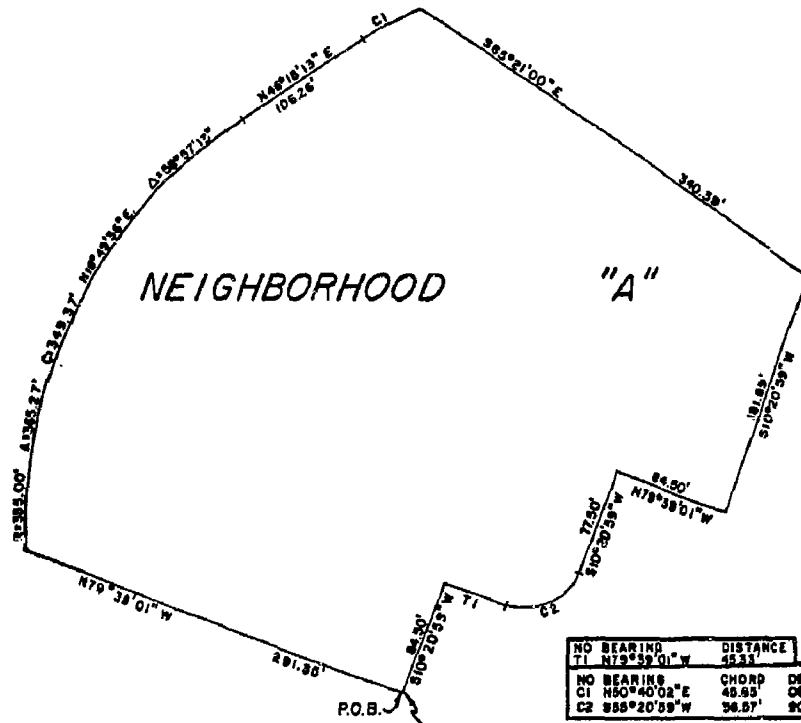
the same being on the South right of way line of 54th Avenue Northeast (a 50 foot half right of way); thence N.88°29'20"E., along said South right of way line, 1023.61 feet to a point on the West line of the aforesaid A REPLAT OF BLOCKS 30 & 31 SNELL ACRES UNIT ONE: thence N.01°20'00"W., along said West line, 10.00 feet to a point on said South right of way line; thence N.88°29'20"E., along said right of way line, 683.54 feet; thence N.01°30'40"W., 40.00 feet to a point on the North line of said Section 5; thence N.88°29'20"E., along said section line, 2430.11 feet to the Northeast corner of the West 3/4 of the Northeast 1/4 thereof; thence S.01°19'05"E., along the East line of said West 3/4, 2646.38 feet to the Southeast corner thereof; thence S.01°02'32"E., 240.00 feet to the Northeast corner of NORTH EAST PARK SHORES FOURTH ADDITION, as recorded in Plat Book 64, Page 3, Public Records of Pinellas County, Florida; thence S.88°40'04"W., along the North line thereof and along the North line of NORTH EAST PARK SHORES THIRD ADDITION as recorded in Plat Book 61, Page 85, Public Records of Pinellas County, Florida, 1989.69 feet to the Northwest corner of said NORTH EAST PARK SHORES THIRD ADDITION, as recorded in Plat Book 61, Page 85, Public Records of Pinellas County, Florida; thence N.01°15'49"W., along the East line of the West 1/2 of said Section 5, 94.00 feet; thence S.88°40'04"W., along the North line of the parcels conveyed to the City of St. Petersburg by Warranty Deed recorded in O. R. Book 490, Page 462, Public Records of Pinellas County, Florida, 2644.14 feet to a point on the West line of said Section 5; thence N.01°21'50"W., along the West line thereof, 146.00 feet to the aforementioned Point of Beginning;

EXHIBIT "A"

DRAWN _____
 CHECKED _____

SEC. 5 TWP. 31 S., R. 17 E.

O. R. 5848 PAGE 1519



SCALE
1" = 100'

NO BEARING	DISTANCE	CHORD	DELTA	RADIUS	ARC
T1	N79°59'01"W	45.33'			
C1	N50°40'02"E	45.83'	08°43'58"	300.00'	45.70'
C2	S88°20'59"W	56.57'	90°00'00"	40.00'	62.88'

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."



George F. Young, Inc.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

- 819 ARLINGTON AVE. N. • ST. PETERSBURG, FL 33701 • (813) 822-4317
- 1301 U.S. 19 NORTH • PALM HARBOR, FL 33563 • (813) 785-4718
- 6108 26TH ST. WEST • BRADENTON, FL 33507 • (813) 753-5629

NAME
 ORDER NO.
 DATE

Order: 5BZ4FJ223
 Address: 554 Andorra Cir NE

Order Date: 04-01-2021
 EXHIBIT B
 Document not for resale
 HomeWiseDocs

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF POOR QUALITY
 AND MAY BE ILLEGIBLE.

LEGAL DESCRIPTION

PLACIDO BAYOU UNIT I

D. R. 5848 PAGE 1520

NEIGHBORHOOD "A"

Commencing at the Southeast corner of Lot 6, Block 1, Placido Bayou Unit 1, as recorded in Plat Book 88, Pages 2, 3, 4 and 5, Public Records of Pinellas County, Florida as the Point of Beginning; thence N.79°39'01"W., 291.35 feet to a point on a non-tangent Curve to the Right; thence along the Arc of a Curve to the Right, Concave to the Southeast, through a Central Angle of 58°57'13", Radius 355.00 feet, Arc 365.27 feet, Chord N.16°49'36"E., 349.37 feet to a Point of Tangency; thence N.46°18'13"E., 106.26 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Southeast, Radius 300.00 feet, Arc 45.70 feet, Chord N.50°40'02"E., 45.65 feet to a Point of Tangency; thence S.65°21'00"E., 340.39 feet; thence S.10°20'59"W., 181.89 feet; thence N.79°39'01"W., 84.50 feet; thence S.10°20'59"W., 77.50 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Northwest, Radius 40.00 feet, Arc 62.83 feet, Chord S.55°20'59"W., 56.57 feet to a Point of Tangency; thence N.79°39'01"W., 45.33 feet; thence S.10°20'59"W., 84.50 feet to the aforementioned Point of Beginning

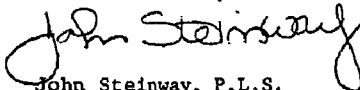
Containing 3.93 acres more or less

FOR: PLACIDO BAYOU JOINT VENTURE PREPARED BY:

ORDER NO: 26789-9

GEORGE F. YOUNG, INC.

DATE: MAY 4, 1984

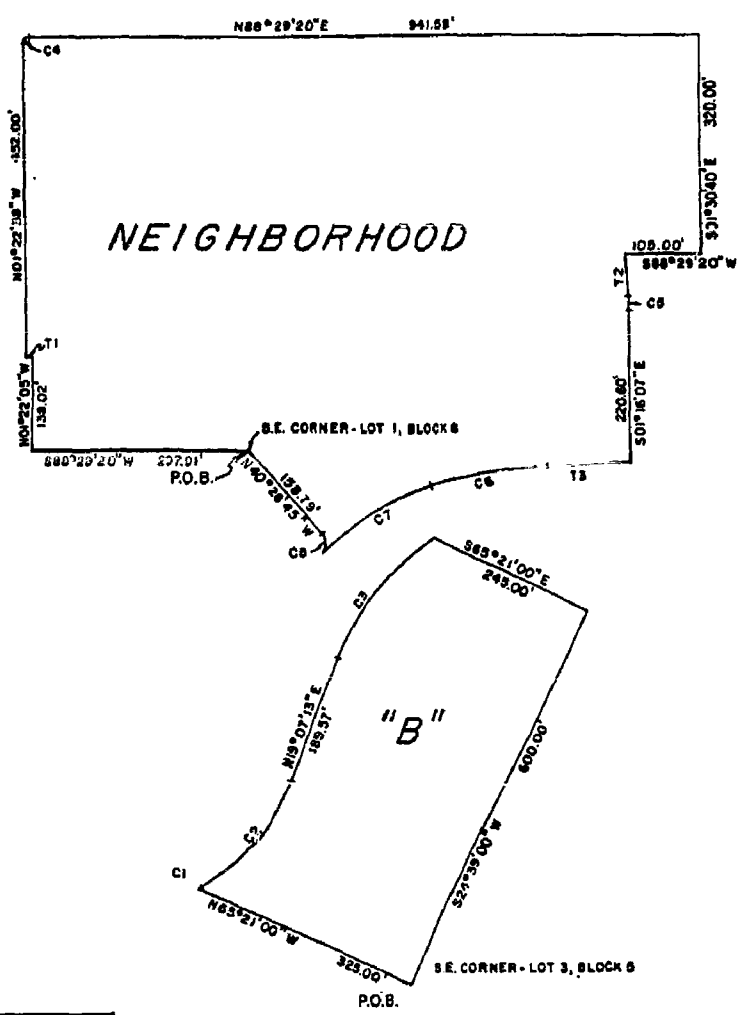
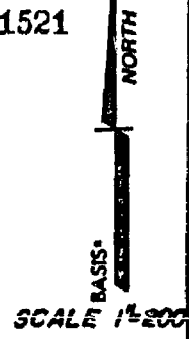

John Steinway, P.L.S.
Fla. Surveyor's Reg'n No. 3502
Sr. Vice President, Land Planning

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

DRAWN _____
CHECKED _____

SEC. 5 TWP. 31 S., R. 17 E.

O. R. 5848 PAGE 1521



NO	BEARING	DISTANCE
T1	S69°32'01\"W	8.41'
T2	S0°37'39\"E	80.96'
T3	S85°35'49\"W	118.87'

NO	BEARING	CHORD	DELTA	RADIUS	ARC
C1	N55°29'10\"E	0.91'	01°14'38\"	300.00'	6.51'
C2	N37°41'51\"E	191.16'	37°09'15\"	300.00'	194.54'
C3	N37°44'56\"E	229.54'	37°35'30\"	350.00'	229.64'
C4	N45°33'21\"E	14.15'	89°51'58\"	10.00'	18.68'
C5	S02°56'53\"E	19.95'	03°21'32\"	340.00'	19.95'
C6	S78°19'21\"W	189.61'	12°40'58\"	747.85'	189.96'
C7	S57°34'08\"W	186.04'	30°49'29\"	350.00'	186.30'
C8	N00°50'20\"E	26.41'	62°38'09\"	20.00'	328.84'

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."



George F. Young, Inc.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

- 819 ARLINGTON AVE. N. • ST. PETERSBURG, FL 33701 • (813) 822-4317
- 1301 U.S. 19 NORTH • PALM HARBOR, FL 33563 • (813) 785-6716
- 6108 26TH ST. WEST • BRADENTON, FL 33507 • (813) 753-5629

NAME _____
ORDER NO. _____
DATE _____

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

LEGAL DESCRIPTION
PLACIDO BAYOU UNIT I

O. R. 5848 PAGE 1522

NEIGHBORHOOD "B"

Commencing at the Southeast corner of Lot 3, Block 5, Placido Bayou Unit I, as recorded in Plat Book 88, Pages 2, 3, 4, and 5, Public Records of Pinellas County, Florida as the Point of Beginning; thence N.65°21'00"W., 325.00 feet to a Point on a nontangent Curve to the Right; thence along the Arc of a Curve to the Right, Concave to the Southeast, through a Central Angle of 01°14'38", Radius 300.00 feet, Arc 6.51 feet, Chord N.55°39'10"E., 6.51 feet to a Point of Reverse Curve; thence along the Arc of a Curve to the Left, Concave to the Northwest, Radius 300.00 feet; Arc 194.54 feet, Chord N.37°41'51"E., 191.15 feet to a Point of Tangency; thence N.19°07'13"E., 169.57 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Southeast, Radius 350.00 feet, Arc 229.64 feet, Chord N.37°54'58"E., 225.54 feet; thence S.65°21'00"E., 245.00 feet; thence S.24°39'00"W., 600.00 feet to the aforescribed Point of Beginning.

Containing 3.95 acres more or less

TOGETHER WITH

Commencing at the Southeast corner of Lot 1, Block 6, Placido Bayou Unit I, as recorded in Plat Book 88, Pages 2, 3, 4, and 5, Public Records of Pinellas County, Florida as a Point of Beginning; thence S.88°29'20"W., 297.91 feet to a Point on the West boundary of the aforementioned Placido Bayou Unit I; thence along the boundary of said Unit I by the following ten (10) courses:

1. N.01°22'05"W., 138.02 feet;
 2. S.88°32'01"W., 8.41 feet;
 3. N.01°22'38"W., 452.00 feet to a Point of Curve;
 4. Along the Arc of a Curve to the Right, Concave to the Southeast, Radius 10.00 feet, Arc 15.68 feet, Chord N.43°33'21"E., 14.13 feet to a Point of Tangency;
 5. N.88°29'20"E., 941.58 feet;
 6. S.01°30'40"E., 320.00 feet;
 7. S.88°29'20"W., 105.00 feet;
 8. S.04°37'39"E., 60.95 feet to a Point of Curve;
 9. Along the Arc of a Curve to the Right, Concave to the West, Radius 340.00 feet, Arc 19.93 feet, Chord S.02°56'53"E., 19.93 feet to a Point of Tangency;
 10. S.01°16'07"E., 220.60 feet;
- thence S.85°39'49"W., 118.87 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Concave to the South, Radius 767.80 feet, Arc 169.96 feet, Chord S.79°19'21"W., 169.61 feet to a Point of Compound Curve; thence along the Arc of a Curve to the Left, Concave to the Southeast, Radius 350.00 feet, Arc 188.30 feet, Chord S.57°34'08"W., 186.04 feet to a Point of Cusp; thence along the Arc of a Curve to the Left, Concave to the West, through a Central Angle of 82°38'09", Radius 20.00 feet, Arc 28.84 feet, Chord N.00°50'20"E., 26.41 feet to a Point of Tangency; thence N.40°28'45"W., 158.79 feet to the aforementioned Point of Beginning.

Containing 14.37 acres more or less

FOR: PLACIDO BAYOU JOINT VENTURE PREPARED BY:

ORDER NO: 26789-9

DATE: MAY 4, 1984

GEORGE F. YOUNG, INC.

Order: 5848-1522
Address: 554 Andorra Circle
John Steinway, P.L.S.
Fla. Surveyor's Reg'n No. 9502
Sr. Vice President, Land Planning
Document not for resale
HomeWiseDocs

NEIGHBORHOOD C

All of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 through 5 inclusive, Public Records of Pinellas County, Florida.

NEIGHBORHOOD D

All of Tract 11, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 through 5 inclusive, Public Records of Pinellas County, Florida.

COMMUNITY PROPERTIES

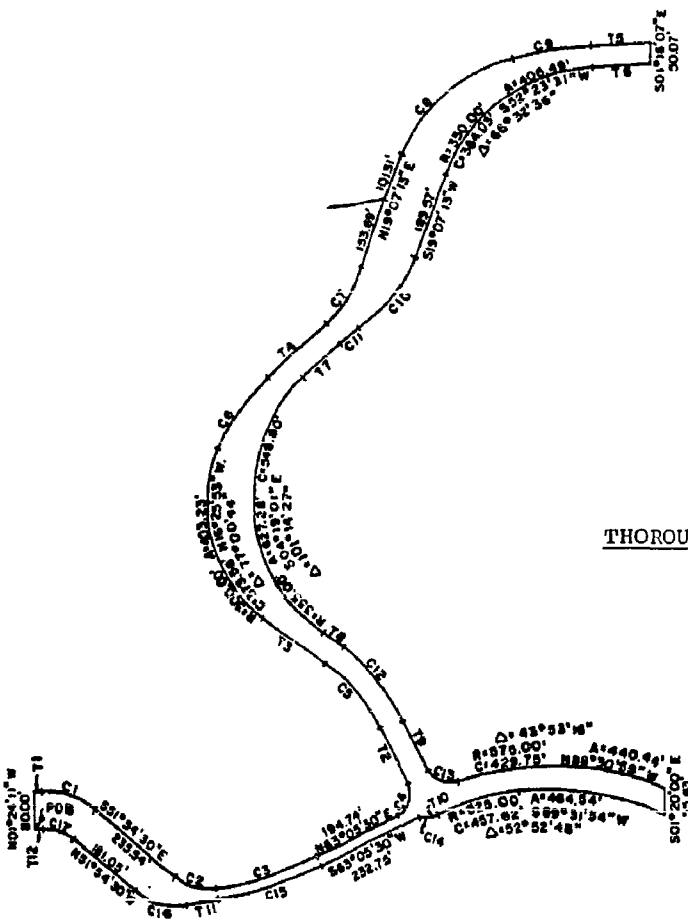
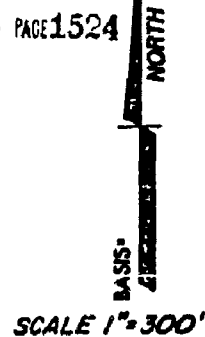
All of PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 through 5 inclusive, Public Records of Pinellas County, Florida, except for the portion comprising Neighborhoods A, B, C and D.

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

DRAWN _____
CHECKED _____

SEC. 5 TWP. 31 S., R. 17 E.

D. R. 5848 PAGE 1524



NO	BEARING	DISTANCE
T1	N86°28'24"E	18.04'
T2	N26°34'30"W	132.47'
T3	N54°58'14"W	185.04'
T4	N44°18'13"E	170.00'
T5	N65°39'49"E	118.87'
T6	S85°39'49"W	118.19'
T7	S44°18'13"W	106.28'
T8	S54°58'14"E	80.79'
T9	S26°34'30"E	123.42'
T10	S85°03'30"W	19.88'
T11	S78°32'22"W	67.77'
T12	S88°28'24"W	18.21'

NO	BEARING	CHORD	DELTA	RADIUS	ARC
C1	S71°43'03"E	122.00'	39°37'04"	180.00'	124.46'
C2	S75°31'04"E	93.70'	49°13'08"	112.50'	96.84'
C3	N70°58'54"E	225.79'	15°46'52"	826.00'	227.51'
C4	N18°05'30"E	70.71'	90°00'00"	50.00'	76.54'
C5	N40°55'22"W	181.62'	28°01'44"	378.00'	183.45'
C6	N34°11'21"E	188.88'	24°13'43"	450.00'	190.29'
C7	N32°42'43"E	141.00'	27°11'00"	300.00'	142.33'
C8	N46°03'03"E	317.04'	53°51'40"	350.00'	329.02'
C9	N79°19'21"E	189.61'	12°40'56"	787.85'	189.88'
C10	S37°41'51"W	191.15'	37°09'15"	300.00'	194.64'
C11	S51°17'20"W	52.14'	09°58'18"	300.00'	52.21'
C12	S40°55'22"E	205.84'	28°01'44"	425.00'	207.91'
C13	S88°41'03"E	68.62'	39°37'04"	50.00'	72.91'
C14	N50°15'04"W	25.00'	61°18'53"	25.00'	26.75'
C15	S70°58'54"W	233.58'	19°46'52"	850.00'	234.12'
C16	N75°31'04"W	124.93'	49°13'08"	150.00'	125.86'
C17	N71°43'03"W	67.78'	39°37'04"	100.00'	69.15'

"This drawing is a graphic illustration intended for
informational purposes only, and does not represent a field
survey."



George F. Young, Inc.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

- 819 ARLINGTON AVE. N. • ST. PETERSBURG, FL 33701 • (813) 822-4317
- 1301 U.S. 19 NORTH • PALM HARBOR, FL 33563 • (813) 785-6716
- 8108 28TH ST. WEST • BRADENTON, FL 33507 • (813) 753-5629

NAME
ORDER NO.
DATE

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

LEGAL DESCRIPTION

O. R. 5848 PAGE 1525

MAIN ROAD

A portion of Tract One, Placido Bayou Unit I, as recorded in Plat Book 88, Pages 2, 3, 4 and 5, Public Records of Pinellas County, Florida described as follows: Commencing at the most Southwesterly corner of said Placido Bayou Unit I, as the Point of Beginning; thence along the boundary of said Unit I by the following sixteen (16) courses:

1. N.01°24'11"W., 80.00 feet;
2. N.88°28'24"E., 18.04 feet to a Point of Curve;
3. Along the Arc of a Curve to the Right, Concave to the Southwest, Radius 180.00 feet, Arc 124.46 feet, Chord S.71°43'03"E., 122.00 feet to a Point of Tangency;
4. S.51°54'30"E., 235.54 feet to a Point of Curve;
5. Along the Arc of a Curve to the Left, Concave to the Northeast, Radius 112.50 feet, Arc 96.64 feet, Chord S.76°31'04"E., 93.70 feet to a Point of Compound Curve;
6. Along the Arc of a Curve to the Left, Concave to the Northwest, Radius 826.00 feet, Arc 227.51 feet, Chord N.70°58'56"E., 226.79 feet to a Point of Tangency;
7. N.63°05'30"E., 194.74 feet to a Point of Curve;
8. Along the Arc of a Curve to the Left, Concave to the Northwest, Radius 50.00 feet, Arc 78.54 feet, Chord N.18°05'30"E., 70.71 feet to a Point of Tangency;
9. N.26°54'30"W., 132.47 feet to a Point of Curve;
10. Along the Arc of a Curve to the Left, Concave to the Southwest, Radius 375.00 feet, Arc 183.45 feet, Chord N.40°55'22"W., 181.62 feet to a Point of Tangency;
11. N.54°56'14"W., 165.04 feet to a Point of Curve;
12. Along the Arc of a Curve to the Right, Concave to the East, Radius 300.00 feet, Arc 403.24 feet, Chord N.16°25'53"W., 373.56 feet to a Point of Compound Curve;
13. Along the Arc of a Curve to the Right, Concave to the Southeast, Radius 450.00 feet, Arc 190.29 feet, Chord N.34°11'21"E., 188.88 feet to a Point of Tangency;
14. N.46°18'13"E., 170.00 feet to a Point of Curve;
15. Along the Arc of a Curve to the Left, Concave to the Northwest, Radius 300.00 feet, Arc 142.33 feet, Chord N.32°42'43"E., 141.00 feet to a Point of Tangency;
16. N.19°07'13"E., 153.69 feet;

thence leaving said boundary continue N.19°07'13"E., 101.31 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Southwest, Radius 350.00 feet, Arc 329.02 feet, Chord N.46°03'03"E., 317.04 feet to a Point of Compound Curve; thence along the Arc of a Curve to the Right, Concave to the Southeast, Radius 767.85 feet, Arc 169.96 feet, Chord N.79°19'21"E., 169.61 feet to a Point of Tangency; thence N.85°39'49"E., 118.87 feet; thence S.01°16'07"E., 50.07 feet; thence S.85°39'49"W., 116.19 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Concave to the Southeast, Radius 350.00 feet, Arc 406.49 feet, Chord S.52°23'31"W., 384.03 feet to a Point of Tangency; thence S.19°07'13"W., 189.57 feet to a Point of Curve; thence

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

along the Arc of a Curve to the Right, Concave to the Northwest, Radius 300.00 feet, Arc 194.54 feet, Chord S.37°41'51"W., 191.15 feet to a Point of Reverse Curve; thence along the Arc of a Curve to the Left, Concave to the Southeast, Radius 300.00 feet, Arc 52.21 feet, Chord S.51°17'20"W., 52.14 feet to a Point of Tangency; thence S.46°18'13"W., 106.26 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Concave to the Southeast, Radius 355.00 feet, Arc 627.28 feet, Chord S.04°19'01"E., 548.80 feet to a Point of Tangency; thence S.54°56'14"E., 50.59 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Southwest, Radius 425.00 feet, Arc 207.91 feet, Chord S.40°55'22"E., 205.84 feet to a Point of Tangency; thence S.26°54'30"E., 123.42 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Concave to the Northeast, Radius 50.00 feet, Arc 72.91 feet, Chord S.68°41'03"E., 66.62 feet to a Point of Reverse Curve; thence along the Arc of a Curve to the Right, Concave to the North, Radius 575.00 feet, Arc 440.44 feet, Chord S.88°30'58"E., 429.75 feet; thence by a non-tangent line to the Right, S.01°20'00"E., 55.63 feet to a Point of Cusp; thence along the Arc of a Curve to the Left, Concave to the North through a Central Angle of 52°52'48", Radius 525.00 feet, Arc 484.54 feet, Chord S.89°31'54"W., 467.52 feet to a Point of Tangency; thence S.63°05'30"W., 19.88 feet to a Point on a non-tangent Curve to the Left; thence along the Southerly boundary of the aforementioned Plat of Placido Bayou Unit I, by the following eight (8) courses:

1. Along the Arc of a Curve to the Left, Concave to the Southwest, through a Central Angle of 61°18'53", Radius 25.00 feet, Arc 26.75 feet, Chord N.86°15'04"W., 25.50 feet to a Point of Tangency;
2. S.63°05'30"W., 232.74 feet to a Point of Curve;
3. Along the Arc of a Curve to the Right, Concave to the Northwest, Radius 850.00 feet, Arc 234.12 feet, Chord S.70°58'56"W., 233.38 feet to a Point of Tangency;
4. S.78°52'22"W., 67.77 feet to a Point of Curve;
5. Along the Arc of a Curve to the Right, Concave to the North, Radius 150.00 feet, Arc 128.86 feet, Chord N.76°31'04"W., 124.93 feet to a Point of Tangency;
6. N.51°54'30"W., 181.05 feet to a Point of Curve;
7. Along the Arc of a Curve to the Left, Concave to the Southwest, Radius 100.00 feet, Arc 69.15 feet, Chord N.71°43'03"W., 67.78 feet to a Point of Tangency;
8. S.88°28'24"W., 18.21 feet

to the aforementioned Point to Beginning.

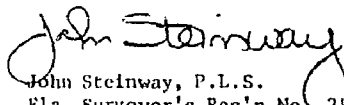
Containing 7.79 acres more or less

FOR: PLACIDO BAYOU JOINT VENTURE PREPARED BY:

ORDER NO: 26789-9

GEORGE F. YOUNG, INC.

DATE: MAY 4, 1984


John Steinway, P.L.S.
Fla. Surveyor's Reg'n No. 3802
Sr. Vice President, Land Planning

PLACIDO BAYOU COMMUNITY ASSOCIATION, INC.

Estimated Operating Budget for First Year¹

	<u>Monthly</u>	<u>Annually</u>
<u>Administration²</u>		
Management Fee ²	\$ 444.00	\$ 5,328.00
Insurance	67.00	804.00
Professional Fees	20.00	240.00
Miscellaneous	10.00	120.00
Total	\$ 541.00	\$ 6,492.00
<u>Maintenance & Repair</u>		
Grounds	\$ 2050.00	\$ 24,600.00
Building Supplies/Repair	25.00	300.00
Lakes	250.00	3,000.00
Street Cleaning	29.00	348.00
Security ³	773.16	9,277.92
Total	\$ 3,127.16	\$ 37,525.92
<u>Utilities</u>		
Electricity	\$ 120.00	\$ 1,440.00
Water & Sewer	15.00	180.00
Telephone	40.00	480.00
Irrigation Water	215.00	2,580.00
Total	\$ 390.00	\$ 4,680.00
<u>Taxes Upon Association⁴</u>		
Property	N/A	N/A
<u>Reserves⁵</u>	<u>N/A</u>	<u>N/A</u>
TOTAL OPERATING EXPENSES	\$ 4,058.16	\$ 48,697.92
ASSESSMENT OF ASSOCIATION FOR EACH UNIT BASED ON EACH UNIT PAYING A 1/222 SHARE OF THE OPERATING EXPENSES	\$ 18.28	\$ 219.36

NOTES TO ESTIMATED OPERATING BUDGET

1. The budget is estimated and no allowances have been made for inflation. This budget shall be effective for a period of approximately twelve months beginning on the day of the recording the Master Declaration and ending on the last day of the same month in the succeeding year; provided, however, the Board may elect to continue the budget until the end of the Association's accounting year or may enact a new budget for said interim. For the second complete accounting year and thereafter, a budget will ordinarily be adopted for each accounting year. If the estimated expenses in certain categories of the budget are greater than the actual expenses incurred in those categories, then the excess will be used to offset deficits occurring in categories of the budget where actual expenses exceed the estimated expenses.

Additionally, the budget has been prepared as though the development of Section 1 has been completed according to the existing plan of development in order to give unit owners

a more realistic perception of expenses which will be incurred. Each unit shall be assessed for 1/222 of the total budget.

2. The management fee expense is based on the present contract fee of \$2.00 per unit per month for the anticipated 222 units which are expected to be built in Section 1 of Placido Bayou.

3. Security personnel shall be employed to man the front entrance guard house twenty-four (24) hours a day, seven (7) days a week. The security costs are estimated to equal \$46,224 annually or \$3,852 monthly during the initial twelve (12) month period for which this budget has been prepared. Developer has agreed to pay a portion of this cost during the term of the initial operating budget. Section 1 is expected to comprise approximately twenty percent (20%) of the total units to be built as Placido Bayou; therefore, approximately twenty percent (20%) of the costs for security were included in the budget. Developer is not obligated to pay any share of the cost for security or, if Developer elects to pay a portion of the costs, to pay a proportionate share under any future budget.

4. Common Properties ad valorem taxes are expected to be included by the tax assessor's office in each unit's tax assessment and bill. Presently there is no separate tax bill for the Community Association. In the event ad valorem taxes or federal or state income taxes are hereafter levied or assessed against the Community Association property, said amount shall be included in the Operating Budget, and the unit owners shall be assessed their proportionate share.

5. No reserve account is presently being funded through assessment. The initial contribution fee paid by each initial purchaser of a unit shall be allocated to one or more reserve accounts.

40 Rec 7/37/00
41 St
42 SW
43 Int 137.00
137.00

11 CHG 229
40 Rec 1.00
46 Pos
Total 1.00

84201618

Authorized by Anita Kramer

DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

NEIGHBORHOOD A, PLACIDO BAYOU
(Patio Homes)

0.15848 PAGE 1529

18 18090672 77 1. 245E84
40 137.00
TOTAL 137.00 CHK

18 18090671 77 11. 245E84
40 1.00
3 229 TOTAL 1.00 CHRG

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 11th day of September, 1984, by and between LLOYD E. WILLIAMS, JR., J. K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture (collectively the "Developer") and NEIGHBORHOOD A ASSOCIATION, INC., a Florida corporation not for profit (the "Neighborhood Association").

RECITALS

(A) Developer is the fee simple owner of certain real property located in Pinellas County, Florida, (the "County") more particularly described in Exhibit A attached hereto ("Placido Bayou").

(B) Developer desires to provide a uniform plan for the development and operation of the various neighborhoods of Placido Bayou and for the preservation of the values, amenities and aesthetic standards therein, including the maintenance of certain common properties which shall be developed for the common use and enjoyment of the neighborhood (the "Neighborhood Properties"); and, to this end, Developer intends to subject the real property described in Exhibit "B" (the "Real Property"), to the provisions of this Declaration.

(C) Developer has deemed it desirable to create an entity to which Developer may delegate and assign the powers and duties of overall supervision and control of the Real Property, of owning, operating, maintaining, repairing, and administering the Neighborhood Properties and the facilities and improvements constructed or located thereon, of administering and enforcing the covenants and restrictions contained herein, and of collecting and disbursing the assessments and charges hereinafter created.

(D) Developer has caused the Neighborhood Association to be formed for the purposes stated above, among others, and the Neighborhood Association has agreed to join in this Declaration to signify its acceptance of the powers, rights, obligations and duties provided herein.

NOW, THEREFORE, Developer hereby declares that all portions of the Real Property shall be made subject to this Declaration, in accordance with the provisions contained herein, and shall be owned, held, transferred, sold, conveyed, leased, mortgaged, occupied and otherwise dealt with subject to the easements, covenants, restrictions, reservations, charges, liens and other provisions hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of any portion thereof and which shall run with the land or any portion thereof.

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

ARTICLE I
DEFINITIONS

The abbreviations and definitions set forth in the Preamble and Recitals of this Declaration shall be used for purposes of this instrument, together with the following definitions and abbreviations:

"Addendum" shall mean a duly recorded written document, however titled, which shall subject additional portions of the Real Property in Placido Bayou to the provisions of this Declaration, thereby including such land within Neighborhood A.

"Annual Assessment" shall mean each Unit's share of the funds required for the payment of Operating Expenses, which from time to time shall be assessed against the Owner based on the then current annual budget of the Neighborhood Association.

"Articles" shall mean the Articles of Incorporation of the Neighborhood Association, as amended from time to time.

"Assessment" shall mean Annual Assessments, Special Assessments, Individual Assessments, and all other charges which are levied against a Member by the Neighborhood Association pursuant to this Declaration or any other Master Document.

"Board" shall mean the Board of Directors or other representative body responsible for administration of the Neighborhood Association.

"Bylaws" shall mean the Bylaws of the Neighborhood Association, as amended from time to time.

"Community Association" shall mean the Placido Bayou Community Association, Inc., a Florida corporation not for profit.

"DRC" shall mean the Design Review Committee of the Placido Bayou Community Association, Inc. ("Community Association").

"Declaration" shall mean a duly recorded land use document whereby certain covenants, restrictions and easements have been impressed upon a Neighborhood (a "Declaration of Covenant").

"Dwelling Unit" shall mean a Single Family residence and the Lot upon which it is constructed, unless the context requires a meaning of only the residence.

"Governmental Body" shall mean any governmental body, agency or entity which has authority over Placido Bayou or any portion thereof.

"Individual Assessment" shall mean any financial charge levied by the Board against a specific Member pursuant to the terms of this Declaration and any Master Document, including, without limitation, the authority of the Board to enforce the provisions of this Declaration and the Master Documents by imposing fines, late charges and interest (see Article VI below setting forth certain financial obligations of the Members), and any provision permitting the Association to collect attorneys' fees and costs.

"Lake" shall mean any water area lying within the Neighborhood Property which has been designated as a "lake" on the Plat.

"Lot" shall mean a portion of the Neighborhood Property which has been designated as a "lot" on the Plat. Developer expects to construct Dwelling Units on the Lots and, thereafter, each Lot and the residence constructed thereon may be referred to herein as a Dwelling Unit.

"Master Documents" shall mean the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, all Addendums, any additional easement agreements recorded as to Placido Bayou, the Master Association Articles, the Bylaws, and Rules, all as amended from time to time.

"Member" shall mean a member of the Neighborhood Association and may be used synonymously with "Owner". Developer shall be a Member as long as it owns any portion of the Neighborhood Properties.

"Mortgagee" shall mean any person or any lending institution, including one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, or any subsidiary thereof, any pension funds or business trusts, including but not limited to real estate investment trusts, and any other institutional lender engaged in financing the purchase, construction, or improvement of real estate, or any institutional assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities which holds a first mortgage on the Real Property or any portion thereof.

"Neighborhood Properties" shall mean the area within a Neighborhood which has been developed for the common use and enjoyment of all Owners within such Neighborhood, and which shall be specifically described in the Plat or Declaration for such Neighborhood.

"Neighborhood Roads" shall mean those Neighborhood Areas depicted in a Plat as the right-of-way for private streets, roads, drives, loops or such other areas intended for vehicular traffic, together with all improvements constructed thereon and easements granted or reserved thereover, if any.

"Neighborhood Open Space" shall mean those areas of the Neighborhood Properties designated to remain open park area, devoid of buildings, but which may be improved to enhance the use and enjoyment thereof for its intended purpose.

"Operate" (and all forms of such word) shall mean and include, as appropriate, to administer, manage, regulate, direct, coordinate, improve, repair, construct, maintain and develop.

"Operating Expenses" shall mean the expenses, reserves and assessments properly incurred by the Neighborhood Association for construction, installation, improvement, maintenance, upkeep, repair, and such other obligations as required or permitted by this Declaration or any Master Document.

"Owner" shall mean the owner, from time to time, of a vested, present fee simple title to a Unit, and shall be synonymous with "Member", except Developer shall be a member for so long as it owns any portion of the Real Property.

Order: 5BZ4FJ223

- 3 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

"Placido Bayou" shall mean all portions of the real property described in Exhibit "A" upon which the Developer intends to create a multiphased community and which is or shall be subject to the Master Declaration, and shall be comprised of the land lying in every Neighborhood therein created.

"Placido Bayou Unit 1 Plat" shall mean the Plat recorded in Plat Book 88, Pages 2 through 5 of the Public Records of the County.

"Plat" shall mean a duly recorded written instrument filed by Developer, from time to time, whereby a portion of the Real Property is described and subdivided into lots, blocks, tracks or any combination thereof.

"Rules" shall mean all rules and regulations of the Neighborhood Association promulgated by Developer or by the Board pursuant to powers granted under this Declaration, or the Neighborhood Articles of Incorporation or Bylaws.

"Single Family" shall mean either a single person occupying a Unit and maintaining a household, or two (2) to six (6) persons related by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household, or not more than four (4) unrelated persons occupying a Unit.

"Special Assessment" shall mean each Unit's share of the funds required for the payment of Operating Expenses, which from time to time may be assessed against the Owner in addition to the Annual Assessment.

"Turnover Meeting" shall mean the membership meeting following the termination of voting classes of membership, which shall occur as set forth at Section 2 of Article V.

"Unit" shall mean a Dwelling Unit or a Lot.

"Utility Servicers" shall mean any and all utility companies, whether public or private, that shall provide utility and other essential services for Placido Bayou, including, without limitation, electric, water, sewer, telephone, gas, cable T.V., drainage and garbage disposal services.

"Voting Member" shall mean any of the one (1) to three (3) individuals elected by each Neighborhood Association to exercise, on behalf of the Owners of Dwelling Units lying within such Neighborhood, other than Developer, certain membership rights in the Community Association, including without limitation the right to cast the votes for all Units owned by such Owners in such Neighborhood, and shall also mean the individual appointed by Developer, from time to time, to serve as its Voting Member and to exercise its membership rights in the Community Association, including without limitation the right to cast the votes for all Units owned by Developer in any Neighborhood.

ARTICLE II PLAN FOR DEVELOPMENT

Section 1. Operation of Neighborhood and Placido Bayou.

(a) The Neighborhood Association is formed to operate the Neighborhood in accordance with the provisions of the Master Documents and this Declaration. The Declaration creates certain easements, covenants, restrictions, charges

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

and liens which shall run with the land in the Neighborhood. All Owners of Units lying within or comprising a Neighborhood shall be members of the Neighborhood Association and shall be assessed for a share of the expenses of the Neighborhood Association in accordance with the applicable provisions of this Declaration. Developer intends to transfer fee simple ownership of each Neighborhood Property to the Neighborhood Association responsible for Operating the Neighborhood in which such Neighborhood Property is located.

(b) Additionally, each Owner within Placido Bayou shall be a Member of the Community Association and shall be assessed for a share of its Operating Expenses as more fully described hereinafter. The Community Association shall operate the Community Association properties and be ultimately responsible for enforcing the provisions of the Master Documents within Placido Bayou. The Community Association shall not ordinarily become involved with Operation of any Neighborhood; however, whenever the Community Association, in its sole discretion, believes an issue is or should be of general concern to all or several Neighborhoods or is contrary to any Master Document, the Community Association may instruct any Neighborhood Association(s) to take a specific course of action and, if necessary, may itself take such action as it deems appropriate. Issues concerning the overall health, safety, general welfare, discord among Neighborhoods, level of maintenance, property values, or exterior appearance of Placido Bayou are, among others, valid areas in which the Community Association may exercise its power of final authority.

Section 2. Land Use Restrictions.

(a) All portions of the Real Property shall be subject to the use limitations, restrictions and other provisions imposed thereon by this Declaration and the Master Documents. In the event there is any dispute as to whether the use of any portion of the Real Property complies with the covenants and restrictions contained in this Declaration or any Master Document, such dispute shall be referred to the Community Association Board, and a determination rendered by the Community Association Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Developer of any portion of the Real Property in accordance with Section 4, below shall be deemed a use which complies with all Master Documents and this Declaration.

(b) Neighborhood Properties shall be Operated and ultimately owned by the Neighborhood Association, subject to certain rights reserved to Developer during the development and sale of the Real Property. Neighborhood Properties may be used and improved in any manner associated with residential use, including without limitation, streets, driveways, entranceways, bridges, sidewalks, and recreational facilities, if any. Neighborhood Properties may be designated as Open Spaces, Roadways or Lakes.

(c) Open Spaces shall be grassed, planted, irrigated, landscaped or paved by Developer or the Neighborhood Association in accordance with its intended use. For so long as Developer owns any portion of the Real Property, Developer shall have the absolute right, in its sole discretion, to modify the appearance or use of any portion of the open spaces; and, thereafter, the Neighborhood Association shall have the same right so long as the general quality of the area is not materially and detrimentally changed. Certain improvements, such as benches, tables, walkways, jogging and/or rid-

Order: 5BZ4FJ223

- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

ing paths, swings, picnic areas or open pavillions, which are intended to enhance the use of the area as open spaces may be located therein, but no such improvements shall be required.

(d) Roadways shall be kept and maintained as private roadways to provide ingress and egress to publicly dedicated streets and between all Units within the Neighborhood and for the purposes of all other applicable easements set forth at Article III below. Each Neighborhood Road shall be kept and maintained as a private roadway by the Neighborhood Association.

(e) Lakes shall be kept and maintained as water areas together with any adjacent shoreline and subject to accretion, erosion, reliction and other natural minor changes, in an ecologically sound condition and in compliance with all applicable governmental requirements. Lakes are reserved for the use and enjoyment of the Owners and occupants of Placido Bayou and their invitees, and are not available for the public. No boats with motors shall be permitted within any Lake, however, sailing and swimming shall be permitted. Docks, boat ramps, boat slips and other marina improvements may be constructed only upon the prior written authority of Developer for so long as Developer owns any portion of the Neighborhood Properties and, thereafter, of the Neighborhood Association, which authority may be withheld in the sole discretion of either. Neither Developer, the Community Association, the Neighborhood Associations nor any combination thereof shall be obligated to provide supervisory personnel, including without limitation, lifeguards, for any Lake. Any individual using a Lake for any purpose shall do so at his own risk and shall hold Developer, the Community Association, the Neighborhood Associations, the Members thereof and all of them harmless from any claim or loss arising from such use.

(f) The Real Property shall be subject to the use restrictions contained within this Declaration for such Neighborhood; provided, however any provision which is in conflict with a Master Document, from time to time, as determined by the Community Association shall thereafter become null and void and of no effect.

(g) Developer, for so long as it owns such Real Property, and, thereafter, the Neighborhood Association may contract with independent third parties to operate facilities or conduct activities on the Neighborhood Properties for the use and benefit of the Owners which are consistent with the type of residential and recreational activities permitted within the Neighborhood Properties and may permit said third parties to charge user fees for the use of such facilities or participation in such activities, or Developer or the Community Association may, in lieu thereof, operate such facilities or activities and likewise charge such fees. No such operation or use permitted hereunder shall be deemed a "commercial" use or activity in violation of this Master Declaration so long as the operation of such facilities and activities is consistent with the provisions hereof and all applicable requirements of any Governmental Body.

(h) The Neighborhood Association shall have the right to promulgate, impose and enforce Rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, Operation and enjoyment of the Real Property and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the facilities located within the Neighborhood Properties, establishing hours and manner of operation).

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

- 6 -

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Section 3. Conveyance of Neighborhood Properties.

(a) Developer may transfer portions of the Neighborhood Properties to the Neighborhood Association, from time to time, in its sole discretion in the same manner described for mandatory transfer at Subsection (b), below. Developer hereby covenants for itself, its successors and assigns that all of the Neighborhood Properties not previously so conveyed shall be conveyed to the Neighborhood Association upon the occurrence of the earlier of the following events:

(1) All Units in the Real Property have been sold and conveyed by Developer and Developer does not intend to develop any additional portions of the Real Property; or

(2) Some Units have been sold and conveyed by Developer and no others are to be constructed or offered for sale by Developer in the ordinary course of business.

(b) Developer shall convey to the Neighborhood Association, by quit claim deed, title to all or portions of the Neighborhood Properties and improvements appurtenant thereto subject to: (i) the terms and provisions of this Declaration and the Master Declaration and other Master Documents; (ii) real estate taxes for the year of such conveyance; (iii) all applicable zoning ordinances; (iv) such facts as an accurate survey would show; and (v) all covenants, easements, restrictions and reservations of record. The Neighborhood Association shall be required to accept each such conveyance "as is" at the time of conveyance, without any representations or warranties, expressed or implied, in fact or by law, as to the condition or fitness of the Neighborhood Properties or portion thereof and improvements thereon. All costs and expenses of such conveyances shall be paid for by the Neighborhood Association.

(c) Except as is hereinafter provided, once title to the Neighborhood Properties, or any portion thereof, becomes vested in the Neighborhood Association, such Neighborhood Properties and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, conveyed, transferred, mortgaged, hypothecated, or otherwise encumbered without first obtaining the approval of the Members casting not less than two-thirds (2/3rds) of the votes eligible to be cast, together with the written approval of Developer for so long as it owns any portion of the Real Property. The restrictions stated above shall not be applicable to nor prohibit the Community Association from granting such easements as are reasonably necessary or appropriate for the development of Placido Bayou in a manner consistent with the provisions of the Master Documents.

Section 4. Use of the Real Property by Developer.

(a) Except as may be limited in this Declaration and the Master Declaration or a Plat or by applicable law, Developer shall have the right to make such uses of the Real Property as Developer shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Placido Bayou, Developer hereby reserves for itself and the Neighborhood Association recognizes, agrees and acknowledges that Developer shall have the right to use all Neighborhood Properties, excepting Units not owned by Developer, in conjunction with and as part of its

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

program of sale, lease, construction and development of and within the Real Property including, but not limited to, the right to enter and transact business, maintain models, construction offices, and sales offices, place signs, employ sales personnel, show Dwelling Units and Lots, and use portions of the Neighborhood Properties and Units and other improvements owned by Developer or the Neighborhood Association for purposes set forth above and for storage of construction materials and for assembling and constructing components without any cost to Developer for such rights and privileges. Any models, sales areas, sales office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, construction, maintenance and repair efforts of Developer shall not be part of the Neighborhood Properties and shall remain the property of Developer or its nominees and assigns, as the case may be. At such time as Developer no longer owns any portion of the Real Property, or such earlier time as Developer may determine, in its sole discretion, Developer shall terminate the use rights described in this Subsection and may, in its sole discretion, convey any personal property thereon to the Neighborhood Association.

(b) Developer shall have the right to construct, maintain and repair such structures or improvements, including the carrying on of all activities appurtenant thereto or associated therewith, as Developer deems necessary or appropriate for the development of the Real Property.

(c) The rights and privileges of Developer as herein set forth in this Section are in addition to and in no way limit any other rights or privileges of Developer under any this Document. Said provisions, like other provisions of this Declaration that grant or reserve rights to and for Developer, may not be suspended, superseded or modified in any manner without the written consent of Developer. These rights of use and for the transaction of business as set forth herein, like other rights reserved by Developer may be assigned in writing by Developer in whole or in part.

Section 5. Maintenance Responsibilities of Owners and Neighborhood Association Within the Neighborhood.

(a) In General. The responsibility for the maintenance of the Real Property is divided between the Neighborhood Association and the Owners. Interior maintenance of a Dwelling Unit is the responsibility of the Owner. Maintenance of the Lots and the exterior of Dwelling Units, unless otherwise provided in this Declaration, is the responsibility of the Neighborhood Association. Unless otherwise provided in this Declaration, the maintenance of the Neighborhood Properties is the responsibility of the Neighborhood Association in the manner provided in this Declaration.

(b) Responsibility of the Neighborhood Association. The Neighborhood Association shall provide maintenance to the Lots and exterior of Dwelling Units as it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and exterior improvements. The Neighborhood Association shall have the responsibility for maintaining all walls, fences, and gates. The Neighborhood Association shall also maintain all utilities to the point where they enter the interior of a Dwelling Unit.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

(c) Responsibility of Owner. The Owner shall have the responsibility to maintain all parts of the Lots and exterior and interior of the Dwelling Units that the Neighborhood Association does not maintain. For example, and not as a limitation, the Owner shall maintain the interior of the Dwelling Unit, all courtyards, garden, or any area enclosed by any wall, fence or gate, all windows and doors including all glass, all screening whether indoors or out-of-doors, and all utilities to the point where they exit the inner surface of a Dwelling Unit.

(d) Special Assessments for Repairs. Notwithstanding any provision in this Declaration to the contrary, in the event any common structural element or part thereof located within a Dwelling Unit (including sewage structures or wires or cables for utilities) requires maintenance, repair or replacement and the Neighborhood Association determines that the necessity for such maintenance, repair or replacement was due to any act or failure to act on the part of the Owner of the Dwelling Unit in question and that the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any other Owners, then upon such determination by the Neighborhood Association, the cost of such maintenance, repair or replacement shall be the subject of a Special Assessment against such Owner.

(e) Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this section, the Neighborhood Association through its duly authorized agents or employees shall have the right to enter upon any Lot and the exterior of any Dwelling Unit at reasonable hours on any day, all without liability or responsibility, criminal or civil, for trespass or other action.

(f) Maintenance of Neighborhood Properties. The Neighborhood Association shall provide maintenance to the Neighborhood Properties as it deems necessary in its sole discretion, including but not limited to, the following:

- (i) Maintenance of the water quality and bed of Lakes, and drainage canals;
- (ii) Maintenance of the open spaces;
- (iii) Maintenance of the streets, roads, culverts, parking areas, and bridges;
- (iv) Maintenance of tennis courts, pool, clubhouse, and other recreational improvements, if any;
- (v) Maintenance of the entrance area; and
- (vi) Maintenance of sanitary sewers, drainage improvements, water lines, and irrigation/sprinkler system.

In the event that an Owner of a Lot or the guest, invitee, agent, employee, servant or tenant of any Owner damages or destroys any personal or real property which constitutes a portion of the Neighborhood Properties, then the cost of repair or replacement thereof may be charged against the Owner as a Special Assessment. In the event that the City of St. Petersburg assumes maintenance of all or any part of the Neighborhood Properties as provided in Section 64-09, subsection (16) (i), City of St. Petersburg City Code, the cost of such maintenance shall be assessed ratably against the properties with-

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

in the Neighborhood that have the right of enjoyment of the Neighborhood Properties and shall become a tax lien on said properties.

(g) Management Services. The Neighborhood Association may contract for the management of all or part of the Neighborhood Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

(h) Utility Services. The Neighborhood Association may contract with public or private utility companies for purposes of supplying utility services to the Neighborhood Properties and may assess the costs and expenses charged by such utility companies as part of the periodic Assessments or as a Special Assessment.

ARTICLE III EASEMENTS

Section 1. Non-Exclusive Easements. Each easement created hereunder shall be, without the necessity of restating such herein, nonexclusive and perpetual for the limited purposes set forth herein and subject to all of the terms and conditions of this Declaration. Developer, or the Neighborhood Association, as appropriate, shall have the right to grant any other easement over the same area so long as it does not unreasonably interfere with the easement first granted and so long as the grantor owns the land subject to such easement.

Section 2. Benefit of Easements. The granting of any easement in this Declaration to any person or entity other than Developer shall be deemed to likewise include, as appropriate, without the necessity of restating such herein, the family, members, guests, lessees, tenants, invitees, agents, servants and employees of such person or entity. The granting of any easement in this Declaration to any Owner shall be as to his Unit rather than any specific individual, and the Owner owning such Unit may only use and enjoy the easements created hereunder so long as such Owner owns all or any interest in a Unit. It is specifically intended that the easements created hereunder in favor of an Owner shall run with the Unit and may only be used and enjoyed by the present Owner of all or any portion thereof.

Section 3. Developer's Easements.

(a) Developer reserves for itself, for so long as Developer owns any portion of the Real Property, easements for use and enjoyment, including without limitation the right of ingress and egress over and across the Neighborhood Roads and walkways lying within the Real Property, as appropriate to permit Developer to exercise its rights and perform its obligations within the Real Property.

(b) All easements created by this Declaration in favor of Developer shall, of necessity, include the right, but not the obligation, to construct or improve the facility for which the easement was created, the right to repair and maintain such improvements and the right of ingress and egress to accomplish such purposes. Incident to such easements, Developer shall have the right to obstruct any easement as more fully set forth in Section 13 below. The decision whether to construct or improve any facility within the Real Property and the decision whether to repair or maintain same shall be in the sole discretion of Developer.

(c) The reservation of any easement in this Declaration by Developer shall be deemed to likewise include, without the necessity of restating such herein, its lessees, tenants, guests, invitees, agents, servants and employees. The reservation of any easement in this Declaration shall only be binding upon successors and assigns of Developer if Developer and such successor or assign so elect in writing and file an instrument evidencing such intent in the Public Records of the County. Developer shall have the right to assign all or any part of its benefits herein, including, without limitation, specific easements, to any person, entity, property or any combination thereof.

Section 4. Owners' Easements of Use and Enjoyment.

(a) Subject to the provisions of this Declaration, including without limitation Subsection (b) below, Developer grants to every Owner, permanent and perpetual easements for the use and enjoyment of the Neighborhood Properties which easements shall be appurtenant to and shall pass with the title to every Unit. Such easements of use and enjoyment shall include, but not be limited to, the Owner's right of ingress and egress over and across Neighborhood Roads and walkways lying within the Real Property for purposes of access to his Unit which rights of ingress, egress and use shall not be subject to suspension or denial through the exercise of any power granted or reserved in Paragraphs (b)(ii), (iii) and (iv) below.

(b) The rights and easements of use and enjoyment created hereby shall be subject to the following:

(i) the right of the Community Association, in accordance with the Master Documents, to make Assessments for maintaining and improving the Community Properties, among other purposes; and

(ii) the right of the Neighborhood Association to suspend the use and enjoyment rights of any Owner, his guests, lessees and invitees for any period during which any Assessment remains unpaid or for a period determined by the Board for any violation of any Master Document or this Declaration, it being understood and agreed that the suspension shall not constitute a waiver or discharge of any obligation of such Owner; and

(iii) the right of the Neighborhood Association to dedicate or transfer all or any part of the Neighborhood Properties to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed upon by the membership and Developer for so long as it owns any portion of the Real Property; provided that no such dedication or transfer, nor any determination as to the purposes therefor or as to the conditions thereof, shall be effective unless an instrument is executed by the appropriate officers of the Neighborhood Association certifying that such dedication or transfer was approved by the affirmative vote of not less than two-thirds (2/3) of all votes eligible to be cast at a meeting of the membership. Said certificate, together with the written approval of Developer, if required, shall be annexed to any instrument of dedication or transfer affecting the Neighborhood Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Neighborhood Association. Notwithstanding the foregoing, Developer shall be empowered to make such dedication or transfer in its sole discretion without the consent of the Neighborhood Association or

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

the membership for all or any part of the Neighborhood Properties until such time as Developer no longer owns any portion of the Real Property; and

(iv) the right of Developer, without approval of the Neighborhood Association or the Owners, to add to or delete parts of the Neighborhood Properties which Developer owns, to assign easements reserved herein, and to dedicate easements and rights-of-way over the Real Property in accordance with the terms of this Declaration; and

(v) the right of Developer and the Neighborhood Association or either to charge reasonable admission and other fees for the use of any recreational facility that may be situated on or in a portion of the Neighborhood Properties owned and operated by such entity; and

(vi) the right of the Neighborhood Association to adopt, revoke, amend and enforce, at any time, Rules governing the use of the Neighborhood Properties and all facilities situated thereon, including the right to fine Owners; and

(vii) the right of the Neighborhood Association to place any reasonable restrictions upon the roadways owned or maintained by the Neighborhood Association including, but not limited to, the maximum and minimum speeds of vehicles using such roadways, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using such roadways. The fact that any restriction on the use of such roadways shall be more restrictive than the laws of any state or local government having jurisdiction over the Real Property shall not make such restrictions unreasonable; and

(c) Developer grants to every Owner an easement for pedestrian traffic over, through and across sidewalks, paths and walks and other portions of the Real Property as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across neighborhood roads, such other portions of the Real Property as may from time to time be paved and intended for such purposes and uses; provided, however, such easements shall be subject to all rules and regulations of the Neighborhood Association.

Section 5. Utility, Drainage, and Irrigation Easements.

(a) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and grants to the Neighborhood Association, appropriate Governmental Bodies and Utility Servicers reasonable easements over, under, across and through those portions of the Real Property designated as such easement areas on any Plat for ingress, egress, access and for the installation, construction, maintenance, repair, alteration, and operation of utility services to adequately serve the Real Property, including without limitation, temporary roads, cable television and radio services, telephone services, security system services, public utilities (including but not limited to water, sewer, electric, gas and other utility services, both publicly and privately operated), irrigation systems (including the installation of irrigation pumps) and drainage systems (including the installation of drainage pipes and ditches) on the Real Property, together with all machinery and apparatus appurtenant thereto as may be necessary or desirable for servicing the Real Property and all improvements and facilities located thereon. All such ease-

ments shall be of the size, width and location described in the Plat of such property and selected in a location so as not to unreasonably interfere with the use of any improvements which are then, or will be, located upon the Real Property. It shall be expressly agreed that Developer or the Utility Servicers making the entry shall restore the property as nearly as practicable to the condition which existed prior to the commencement of construction of such utility. Provided, further, easements reserved which necessitate entry through a building or other improvement shall only be according to the plans and specifications for said structure or as said structure is actually constructed, unless approved in writing by the owner thereof.

(b) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and grants to the Neighborhood Association the right to grant, expand or relocate reasonable easements for ingress, egress and maintenance for the purpose of installation, construction, maintenance, repair, alteration and operation of utility services, of a size, width and location as Developer or the Neighborhood Association, in its discretion, deems advisable and as set forth in Subsection (a) above.

(c) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and thereafter grants to the Neighborhood Association an easement to install, repair, maintain, and operate an irrigation/sprinkler system on the Neighborhood Properties and the portions of each Neighborhood to be maintained by the Neighborhood Association. This Subsection shall not obligate Developer nor the Neighborhood Association to undertake or perform any service permitted hereunder, nor shall this Subsection prohibit the Neighborhood Association from undertaking and performing such services in addition to the services provided by Developer or the Community Association, if any.

(d) Developer reserves for itself, its successors and assigns, an exclusive easement for the installation and the maintenance of television cables and wire within the rights-of-way and easement areas referred to hereinabove.

(e) All utility, communication and drainage lines, and where possible all plumbing and lift stations and other facilities incident thereto, contemplated by this Master Declaration shall be installed underground, unless the prior written consent of Developer or the Community Association is obtained.

Section 6. Landscaping, Repair and Maintenance. Developer hereby grants to the Neighborhood Association easements for ingress, egress and maintenance over, under, across and through the Real Property to maintain, at a standard at least comparable to initial construction, the landscaping, grass, plantings and the exterior of any and all improvements and facilities located within the Real Property, in order to insure the continued aesthetic standard and uniform appearance of Placido Bayou.

Section 7. Easement for Governmental, Health, Sanitation and Emergency Services. An easement for ingress and egress and access for persons and equipment is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying mail, health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, over and across the neighborhood roads and such other portions of the Real Property as may

Order: 5BZ4FJ223

-13- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

be improved and appropriate for purposes of providing their services to the Real Property and the owners and occupants thereof.

Section 8. Easement for Security Services. Developer hereby reserves unto itself so long as it owns any portion of the Real Property and grants to the Neighborhood Association the right to construct, improve, repair, and maintain security gatehouses within the Neighborhood Properties to insure access to the Real Property or any portion thereof solely by the persons or entities permitted therein.

Section 9. Construction, Maintenance, and Repair of Easements. Except as otherwise provided in this Declaration or the Master Declaration, the Neighborhood Association hereby assumes and agrees to make all repairs, perform all maintenance and, as applicable, to construct and replace the facilities constructed or to be constructed within an easement area lying within the Real Property. The Neighborhood Association shall assess the Members, as necessary, to provide the Neighborhood Association with sufficient funds to enable the Neighborhood Association to fully comply with its obligations assumed hereunder. All construction, repair and maintenance of such easement areas and the facilities therein, to be performed by the Neighborhood Association shall be in keeping with the general aesthetic standards created or to be created in the improvements in Placido Bayou. In the event that the Neighborhood Association shall fail to fully and timely comply with the obligations assumed hereunder, Developer shall have the following rights and remedies: (i) to perform such construction, repair and maintenance itself, in which event the cost thereof shall be immediately due and payable by the Neighborhood Association to Developer, together with interest from the date of the expenditure by Developer at the maximum contract rate permitted by Florida law; (ii) to apply to the appropriate court to seek to have specific performance under this Declaration; (iii) such other right or remedy which Developer may have under law; and (iv) all or any combination of the foregoing rights and remedies. In any of such events, Developer shall be entitled to receive from the Neighborhood Association all reasonable attorneys' fees and costs incurred by Developer.

Section 10. Limited Public Parking Easement. Developer hereby reserves unto itself and grants to the public easements for ingress and egress over and across the neighborhood roads for the purpose of attending tennis tournaments, exhibition matches, tennis camps, or other similar activities which may be held, from time to time, on the neighboring tennis facility presently known as The Racquet Club together with the right to park on the neighborhood roads while attending the aforesaid activities, provided such parking is accomplished in a manner that will not impede traffic. These easements may not be terminated or modified without the written joinder of The Racquet Club Northeast, Ltd., a Florida limited partnership. The Neighborhood Association may adopt rules concerning the exercise of these easements and may require The Racquet Club Northeast, Ltd., to be responsible for monitoring the proper use thereof, including indemnifying the Neighborhood Association from any liability resulting therefrom. The Community Association may adopt rules concerning the exercise of these easements, and in the event of a conflict with the Neighborhood Association rules, the Community Association rules shall prevail.

Section 11. Boundary Line Easements. There is hereby granted to each Owner of a Lot on which a Dwelling Unit

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

is located (collectively the "Benefitted Lot") an easement on-to adjacent Lot(s) (collectively the "Burdened Lot") for structural encroachments, as applicable, onto the Burdened Lot to the extent that such encroachments are part of the structure of the Dwelling Unit as constructed by the Developer or are improvements to such encroachments as permitted by the Design Review Committee, as hereinafter defined. To the extent that the structural encroachment is a deck, patio, or screen enclosure, the Owner of the Benefitted Lot shall have the right to use the structural encroachment for the reasonable and normal uses for which it was originally intended. The rights, benefits and liabilities created in this section shall be perpetual in nature and shall run with the Benefitted Lot and the Burdened Lot and shall inure to and be the responsibility of the present Owner of all or any part of the fee simple title to the Benefitted Lot or the Burdened Lot and to their respective agents, lessees, tenants, guests and invitees. The Owner of the Benefitted Lot shall have the obligation as well as the right to repair and maintain the structural encroachment; provided, however, that to the extent the structural encroachment is to be maintained by the Neighborhood Association pursuant to this Declaration or any other Master Documents, the Owner of the Benefitted Lot shall have no such maintenance obligation.

Section 12. Restricted Use. The use of any easement created hereunder and any other easements hereafter granted pursuant to this Declaration shall be subject to any and all Rules of the Community Association and to the terms and provisions of all other Master Documents. The restrictions set forth in the preceding sentence shall not affect Developer in any manner whatsoever, except as Developer shall specifically permit in writing.

Section 13. Construction. The parties acknowledge that Developer is presently developing and improving portions of the Real Property, including without limitation, the facilities contemplated by the various easements provided for in this Declaration, but such development and improvement will not be completed for a considerable period of time. The Neighborhood Association agrees that such construction is specifically consented to in such manner as Developer shall determine in its sole discretion, and without the right of the Community Association, a Neighborhood Association or an Owner to give any guidance or instruction thereto. The absolute right of Developer to so develop portions of the Real Property shall include, without limitation, the right to develop and construct any facilities within the easement areas in the manner in which Developer deems appropriate. In no event shall one or more Owners or the Neighborhood Association have the right to restrict or prevent such construction or development, whether under a theory of public or private nuisance or otherwise.

Section 14. Right to Obstruct Easements.

(a) Developer, so long as it owns any portion of the Real Property, and the Neighborhood Association and the Community Association, or any of them, shall have the right to use and to obstruct any easement for a reasonable period of time incident to any construction, improvement, repair or maintenance performed by them on the Real Property provided that Developer and the Neighborhood Association and the Community Association shall, in such event, use their best efforts to minimize the inconvenience or disruption of use of such easement by others entitled to use such easement.

Order: 5BZ4FJ223

- 15 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

(b) Except as provided in Subsection (a), next above, and Section 10, above, in no event shall the persons or entities in whose favor easements have been or shall be created under this Declaration or any Master Document permit parking in or other obstruction of any easement or permit use of any easement for other than the permitted purposes.

Section 15. Relocation of Easements. Developer, for so long as it owns any portion of the Real Property, and the Neighborhood Association or either shall have the right to relocate any easement (or portion thereof) created hereunder or which may be created at a later date pursuant to this Declaration or any Master Document, provided that the following conditions are met:

(a) Developer or the Neighborhood Association, as appropriate, shall own both the initial easement area and the relocated easement area or shall obtain the written consent for such relocation from the respective owner or owners;

(b) In the event that the initial easement area was improved, said area shall be restored to its natural state at the cost and expense of the relocating party, and improvements in the relocated easement area shall be constructed in a comparable state and condition as that which existed in the initial easement area;

(c) The relocation of the easement shall not unreasonably prevent the use or benefit of the easement, as relocated, for the purposes for which it was initially created;

(d) When required, the prior written consent of a Governmental Body shall be obtained as to any easement created in this Declaration or any Master Document which is in favor of such Governmental Body; and

(e) Developer or the Neighborhood Association, as the case may be, shall execute an appropriate instrument in recordable form wherein it is agreed and specified that the particular easement is relocated from the initial area to an area described in such instrument, and such instrument shall be recorded in the public records of the County.

There shall be no legal necessity or requirement for any other person or entity to execute or approve the legal format of the instrument referred to in Subsection (e) next above. Rather, the execution of such instrument solely by Developer or the Neighborhood Association, as appropriate, shall be conclusively and irrefutably sufficient to cause an easement to be relocated from the area set forth in the document creating such easement to the relocated area described in such instrument, and, upon recording, the initial area for the easement shall no longer be affected in any manner whatsoever by such easement so relocated. The recordation of such instrument in the public records of the County, shall constitute constructive notice and knowledge to all third parties to the effect that all of the above conditions have been complied with and that such easement has been relocated as aforesaid. There shall be no limitation as to the number of times an easement may be relocated, provided that the conditions set forth in this Section shall be complied with in each instance in which the easement is relocated.

Section 16. Additional Easements. In the event that Developer or the Neighborhood Association creates additional easements in the Real Property in the future, it shall

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

- 16 -

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

be conclusively presumed by virtue of the Neighborhood Association executing this Declaration that the Neighborhood Association has assumed all of the obligations and duties set forth in the instrument creating such easement and designated therein to be performed by the Neighborhood Association.

Section 17. Expansion of Easements. Developer reserves the right, in its sole discretion, to expand any easement granted and reserved hereunder as the development of the Real Property progresses. In such event, Developer shall execute an appropriate instrument in recordable form, which expands said easement and such instrument shall be recorded by Developer in the public records of the County. There shall be no legal necessity or requirement for any other person or entity to execute or approve the legal format of the instrument, rather, the execution of such instrument solely by Developer shall be conclusively and irrebuttably sufficient to cause the expansion of said easement.

Section 18. Reservation of Easements. In the event that Developer decides to discontinue the development of the Real Property or sell any portion of the Real Property to a third party, Developer hereby obligates itself to grant to the Neighborhood Association and the Owners prior to such sale, nonexclusive easements as may be necessary for ingress and egress, utilities, water, sewer and drainage over, across, under and through such portion of the Real Property held by Developer or sold to said third party, as the case may be. The easements so granted hereunder shall be sufficient in all respects for the installation, maintenance and repair of those improvements necessary to provide ingress, egress, utility service, water service, sewer service and drainage for the benefit of Placido Bayou, the Neighborhood Association, the Owners and the Community Association. Developer also reserves unto itself the right to grant to such third party nonexclusive easements for ingress, egress, utilities, water, sewer and drainage over and across those portions of Placido Bayou previously developed for such use.

ARTICLE IV THE NEIGHBORHOOD ASSOCIATION

Section 1. Admission to Membership. Developer and each other Unit Owner shall be a Member of the Neighborhood Association; no other individual or entity shall be a Member. By acceptance of a deed or other instrument establishing a vested present fee simple title to a Unit, each such Owner concurrently accepts membership in the Neighborhood Association, acknowledges the authority of the Neighborhood Association as set forth herein, and agrees to abide by and be bound by the provisions of this Declaration and the Master Documents and to insure that all others having rights in the Real Property through him do likewise while in or on the Real Property. Developer shall remain a Member of the Neighborhood Association so long as it owns any portion of the Real Property. The rights and obligations of membership shall be more fully set forth in the Bylaws.

Section 2. Voting Rights. The Neighborhood Association shall have two classes of voting membership:

(a) Class "A" - Class "A" Members shall be all Owners with the exception of the Developer. Class "A" Members shall be entitled to one vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, all such persons shall be Members, and the vote for such Unit shall be

exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit. The Bylaws may establish procedures for voting when title to a Unit is held in the name of a corporation or other entity.

(b) Class "B" - The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to the number of votes provided for in the Articles until the Turnover Meeting.

(c) Voting Rights in Neighborhood Association. All matters to be decided by the Neighborhood Association shall be decided by a majority vote of a quorum of the Members. A quorum shall be as defined in the Bylaws.

(d) Voting Rights in the Community Association. Members of the Neighborhood Association shall not cast their votes individually in the Community Association. Rather, the members of the Neighborhood Association shall elect not less than one nor more than three Voting Members who shall be officers and directors of the Neighborhood Association. These Voting Members shall attend any Community Association meeting and cast the total votes of the Owners on the matter at hand. The intent of this provision is to reduce the meeting attendance burden of Members and at the same time permit the Members' vote to be included in any count on any issue requiring a vote before the Community Association.

(e) Notwithstanding any provision in any document to the contrary, Developer shall have the right to elect or appoint the members of the Board until the Turnover Meeting. The Turnover Meeting shall be called pursuant to the Bylaws upon the occurrence of the earlier of the following events:

(i) All Units to be constructed in the Real Property have been sold and conveyed by Developer, and no other Units will be constructed or offered for sale by Developer in its ordinary course of business; or

(ii) Developer, in its sole discretion, voluntarily elects to call the Turnover Meeting.

At the Turnover Meeting and thereafter, the Members shall be entitled to elect all directors, except that so long as Developer owns any portion of the Real Property, Developer shall be entitled to appoint one (1) of such directors.

Section 3. Rights and Obligations of Neighborhood Association. All of the rights and obligations reserved in the Master Declaration to the Community Association shall equally apply to the Neighborhood Association insofar as the Real Property is concerned. In addition, the Neighborhood Association shall be subject to the same limitations as the Community Association, again as fully described in the Master Declaration. The terms of these rights, obligations and limitations of authority are incorporated by reference herein.

ARTICLE V BUDGET AND ASSESSMENTS

Section 1. Annual Budget. The estimated initial budget for the Neighborhood Association is attached hereto as Exhibit C. Each year, before the end of the accounting year, the Board shall approve an annual budget establishing the projected Operating Expenses for the succeeding year in accordance

Order: 5BZ4FJ223

-180- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

with the provisions of the Bylaws. Said budget shall detail the estimated expenses for the Neighborhood Properties and the general and administrative costs of the Neighborhood Association. Notwithstanding the above, the initial budget shall remain in effect for the period described at Section 7, below.

Section 2. Division of Operating Expenses. Assessments for Operating Expenses shall be levied equally against each Unit, except for those Units owned by Developer as provided in the initial annual budget attached hereto as Exhibit "C".

Section 3. Annual Assessments. Each year, all Operating Expenses projected in the annual budget for such year shall be apportioned among the Owners of each Unit as an Annual Assessment, and all other applicable provisions of this Declaration and the Bylaws. Annual Assessments shall be payable by Owners of such Units annually or in equal installments on the date or dates established by the Board from time to time.

Section 4. Other Assessments.

(a) In addition to the Annual Assessments authorized above, the Community Association may levy annual assessments and special assessments, in order to provide for the actual economic needs of the Community Association or for the purpose of defraying, in whole or in part, the cost of the purchase of real or personal property, the construction, reconstruction, unexpected repair or replacement of a capital improvement, including fixtures and personal property related thereto, or the expense of any other contingencies.

(b) Individual Assessments may be levied against a Unit in accordance with Articles VI, IX and X in the amount of any charges or fines provided for therein.

(c) The initial purchaser of each Unit shall pay to the Neighborhood Association at closing a fee in an amount equal to one-sixth (1/6) of the Annual Assessment owing on his Unit as determined at said time, which sum shall be over and above the other Assessments provided for herein.

Section 5. Collection. Each installment of Annual and Special Assessments levied against the Owners in shall be remitted to the Neighborhood Association. The Neighborhood Association shall remit to the Community Association all amounts it receives on behalf of the Community Association no later than three (3) working days after the date such Assessments are due. All sums collected by the Neighborhood Association shall be first applied to such Assessments owing to the Community Association and the remaining amounts, if any, shall be deemed payment of assessments levied by the Neighborhood Association. In the event any Owner fails to timely remit any Assessment, the Neighborhood Association shall have all remedies provided at law or equity in addition to those remedies provided in this Declaration.

Section 6. Rights of Interested Parties.

(a) Any person who acquires an interest in a Unit, except for a Mortgagee taking title through foreclosure or a deed in lieu of foreclosure, shall not be entitled to occupancy of the Unit or for or enjoyment of the Neighborhood Properties until such time as all unpaid Assessments due and owing by the former Owner have been paid.

(b) Any Owner shall have the right to require from the Neighborhood Association a certificate showing the

amount of unpaid Assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby.

(c) The Neighborhood Association, acting through its Board, shall have the right to assign its claim of lien for the recovery of any unpaid Assessments to Developer or to other Owners, or to any third party.

(d) Nothing herein shall abridge or limit the rights or responsibilities of Mortgagees of a Unit. A first Mortgagee, upon request, will be entitled to written notification from the Neighborhood Association of any default in the performance by the individual Owner/borrower of any obligation under this Declaration which is not cured within sixty (60) days.

Section 7. Developer's Obligation for Assessments. For so long as Developer owns any Unit, it shall not be required to pay Assessments pertaining to such Units or during any period that it guarantees to fund the difference between the sum of all Assessments for Operating Expenses collected from the other Owners and the actual cost of such Operating Expenses (the "Guarantee Period"). Developer guarantees that the Assessments for Operating Expenses imposed upon the Unit Owners during the period commencing with the date of recording this Declaration and ending on the last day of that month in the succeeding year (the "Initial Guarantee Period") shall not exceed \$ 839.64 annually or \$ 69.97 monthly. Developer may elect to extend or reinstate a Guarantee Period by giving the Board written notice of such election at any time. The duration of the extension or reinstated Guarantee Period and the stated dollar amount of the maximum Assessment for Operating Expenses to be levied against the Unit Owners during such Guarantee Period shall be set forth in Developer's notice; provided, however, said stated dollar amount shall never exceed one hundred fifteen percent (115%) of such Assessment levied against an Owner during the prior accounting year of the Association. At any time subsequent to the Initial Guarantee Period, Developer may commence paying Assessments for the Units it owns and thereby automatically terminate its obligation to fund deficits, but at the beginning of any accounting year thereafter Developer may again elect to fund the deficit. Notwithstanding the foregoing, should ad valorem taxes or federal or state income taxes be levied or assessed against the Community Association at any time, Assessments against Units shall be increased to reflect a prorata share of such tax as provided in the initial budget. At no time shall Developer be liable for any portion of Assessments for capital improvements without its written consent.

ARTICLE VI
LIABILITIES, LIENS, INTEREST AND COLLECTION
OF NEIGHBORHOOD ASSOCIATION'S ASSESSMENTS

Section 1. Covenant for Assessments. Each Owner, by acceptance of delivery of a deed or other conveyance for any Unit, whether or not it shall be so expressed therein, shall be deemed to covenant and agree to pay all Assessments imposed by the Neighborhood Association in accordance with the terms of this Declaration which come due while he is the Owner, except that Developer shall be obligated to pay such Assessments only to the extent as is otherwise provided herein. Whenever there is more than one (1) Owner of a Unit, all Owners shall be deemed to likewise covenant and agree to be

Order: 5BZ4FJ223

- 20 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

jointly and severally liable for all Assessments against their Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments against the grantor up to the time of such voluntary conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefor. The liability for said Assessments may not be avoided by waiver of the use or enjoyment of any Neighborhood Properties, services or recreation facilities or by abandonment of the Unit for which the Assessment was made.

Section 2. Delinquent Assessments. All such Assessments or installments thereof not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, for any Assessment or installment not paid on or before ten (10) days from the date when due, the Neighborhood Association shall have the right and power to levy late charges against the delinquent party in such amounts as may be determined by said Neighborhood Association, from time to time, provided such late charge shall not be less than Ten Dollars (\$10.00) or four percent (4%) of the delinquent amount, whichever is greater. The Neighborhood Association may waive payment of interest or late charges or both on determination that such waiver is in its best interest.

Section 3. Lien Rights and Foreclosure.

(a) The Neighborhood Association shall have a continuing lien on each Unit for any unpaid Assessments, with interest and late charges thereon and the cost of collection thereof, until paid, which lien shall be binding upon such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Neighborhood Association shall have the right to accelerate any unpaid balance of the Assessment, which amount may also be secured by said lien. Such liens shall be effective from and after the time of recording in the Public Records of the County, a claim of lien stating the description of the Unit, the name of the record Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claim of lien shall be signed and verified by an officer or agent of the Neighborhood Association and shall then be entitled to be recorded. Upon full payment including attorneys' fees and costs, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any recorded lien prior to the time of such recording of the claim of lien, including the lien of a Mortgage. Additionally, the obligation of the then Owner to pay such Assessment shall remain his personal obligation for the statutory period. Provided, further, no voluntary sale of any Unit shall be effective, nor shall any unencumbered title be conveyed unless and until the Owner has obtained from the proper officers of the Neighborhood Association a certificate, in recordable form, attesting to the fact that the Owner has paid all Assessments to date, together with all other charges as may be permitted herein. The Owner requesting the certificate shall pay to the Neighborhood Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(b) The Neighborhood Association may bring an action in its name to foreclose such lien, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the delinquent Owner shall pay the costs of recording the claim of lien and all

Order: 5B24FJ223

Address: 554 Andorra Cir NE

-21- Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

collection costs, including, but not limited to, the cost of preparing and filing the complaint in such action, filing and service of process fees, and reasonable attorneys' fees incurred by the Neighborhood Association incident to the collection of such Assessment or enforcement of such lien whether or not suit is brought, including same on appeal, post judgment or bankruptcy proceedings. As used herein, reasonable attorneys' fees shall be deemed to mean such reasonable sums as a court might award at the trial and/or appellate level, but in either event not less than Two Hundred Fifty Dollars (\$250.00) if any action is actually filed on behalf of the Neighborhood Association.

(c) Liens for such Assessments may be foreclosed by suit brought in the name of the Neighborhood Association in the manner a mortgage on real property is foreclosed. The lien of a Neighborhood Association to secure its assessments shall be inferior and subordinate to any lien enforceable by the Community Association without regard to the date of filing in the Public Records of the County. Both claims may, at the option of the Board, be consolidated and filed jointly as a single claim.

(d) The Neighborhood Association may bid on the Unit at any sale, applying as a cash credit against its bid all sums due said entity covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

(e) Where a Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or where a Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for any Assessment by the Neighborhood Association pertaining to such Unit or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid Assessment shall be deemed to be Operating Expenses collectible from all of the Owners, including such acquirer, its successors and assigns. A Mortgagee acquiring title to a Unit as a result of foreclosure, of a deed in lieu of foreclosure, or otherwise may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of any or all of Assessments coming due during the period of such ownership.

Section 4. Homestead. By acceptance of a deed thereto, each Owner shall be deemed to acknowledge conclusively that the obligations evidenced by the Assessments provided for in this Declaration are superior in dignity to any homestead rights which said Owner may now or in the future claim with regard to the Unit.

Section 5. Payment by Developer. In the event for any reason the Neighborhood Association shall fail to collect the Assessments for Operating Expenses, Developer shall at all times prior to the transfer of all the Neighborhood Properties have the right, but not the obligation: (i) to advance such sums to the Neighborhood Association, or (ii) to collect Assessments and, if applicable, any sums advanced by Developer using the remedies available to the Neighborhood Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Developer.

Section 6. Rights of Developer and Mortgagees. Any Mortgagee shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, Developer and any Mortgagee shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Neighborhood Association where the same are overdue and where lapses in policies or services may occur. Developer and any Mortgagees paying overdue Operating Expenses on behalf of the Neighborhood Association will be entitled to immediate reimbursement from the Neighborhood Association plus any costs of collection as described in this Article.

ARTICLE VII
DESIGN REVIEW

No portion of the Real Property shall be improved in any manner, whether by an Owner or the Neighborhood Association except in accordance with the Design Review Committee as described in Article VIII of the Master Declaration, which Article of the Master Declaration is incorporated by reference herein.

ARTICLE VIII
PERMITTED AND PROHIBITED USES

The permitted and prohibited uses stated in Article IX of the Master Declaration are incorporated by reference herein and they shall govern the use of the Real Property. Those duties delegated to the Community Association in the Master Declaration are hereby delegated to the Neighborhood Association insofar as the Real Property is affected. However, in the event of a conflict between the Neighborhood Association and the Community Association as to any issue regarding permitted and prohibited uses, the Community Association shall prevail.

ARTICLE IX
ENFORCEMENT

In addition to the enforcement remedies provided to the Neighborhood Association in any Master Document, the Neighborhood Association shall have the right to enforce, by any proceeding at law or in equity, including without limitation an action for injunctive relief, all restrictions, conditions, covenants, reservations and Rules now in effect or promulgated in the future, and liens and charges now or hereafter imposed by, or pursuant to, the provisions of any Master Document. All costs and expenses incurred by the Neighborhood Association in terminating or curing a violation, including but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Neighborhood Association incident to the proceeding, whether judicial proceedings or otherwise, shall be assessed against the Owner determined by the Neighborhood Association to be in violation of the provisions of any Master Document. All costs and expenses of such enforcement incurred by the Neighborhood Association and fines levied thereby shall be assessed against the Owner's Unit as an Individual Assessment collectible in the same manner as any other Assessment of the Neighborhood Association. Failure by the Neighborhood Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any future time.

Section 2. Individual Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, omission or negligence, or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance, if any, carried by the Neighborhood Association.

ARTICLE X
LIMITATION OF LIABILITY

The liability of an Owner for Operating Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the Master Declaration; provided, however, such Assessment shall be due and payable regardless of whether or not said Owner is sent or actually receives a written notice. An Owner may be personally liable for the acts or omissions of the Neighborhood Association in relation to the use of the Neighborhood Properties, but only to the extent of his pro rata share of that liability in the same fraction as his share in the Operating Expenses and, if permitted by law, such liability shall not exceed the value of his Unit. In any legal action in which the Neighborhood Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, the Neighborhood Association shall give notice of the exposure within a reasonable time to all Owners, and they shall have the right to intervene and defend.

ARTICLE XI
AMENDMENT OF DECLARATION

Section 1. Amendment by Members. The power to modify or amend this Declaration may be exercised by the Members if notice of the proposed change is given in the notice of the meetings. An amendment may be proposed either by the Board or by at least two (2) Voting Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must be approved by not less than a majority of all votes entitled to be cast. Alternatively, the Declaration may be modified or amended without meeting, without prior notice and without vote, if a consent in writing, setting forth the modification or amendment shall be signed by Members representing not less than a majority of all votes.

Section 2. Recordation of Amendment. An amendment other than amendments made by Developer, shall be evidenced by a certificate of the Neighborhood Association which shall include the recording data identifying this Declaration and shall be executed by the President or Secretary of the Neighborhood Association in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of the Neighborhood Association is not required. The amendment shall be effective when properly recorded in the Public Records of the County.

Section 3. Nonmaterial Errors and Omissions. If it appears that through scrivener's error any word has been misspelled, or any reference to any document or the Florida Statutes or any portion thereof is incorrect, or some error or omission which does not materially adversely affect the Owners has been made, the error may be corrected by filing an amendment to this Declaration approved by the Board or by a majority vote of the Members. To be effective, the amendment must be executed by the Neighborhood Association, and only by the Owner(s) and Mortgagees of Units specifically and specially affected by the modifications being made. No other Owner is required to join in or execute the amendment.

Order: 5BZ4FJ223

- 24 - Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Section 4. Rights of Developer.

(a) Notwithstanding the above, so long as Developer owns any portion of the Real Property no amendment may be made without the written consent and joinder of Developer.

(b) For so long as Developer owns any portion of the Real Property, it shall have the right and irrevocable power to amend, in whole or in part, this Declaration as it, in its sole discretion, deems necessary or desirable, including, without limitation, in order to (i) identify, locate, and describe any portion of the Real Property for a specific use or classification; (ii) to resolve or clarify any ambiguities or conflicts herein or to correct any inadvertent mistakes, errors or omissions herein; or (iii) make the documents comply with the requirements of any statutory provisions or any local, state or federal rules or regulations; (iv) gain acceptance or approval of any institutional lender or title insurer, including without limitation the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Veterans Administration; (v) to accommodate an alternate plan of development of the Real Property. Any such amendment shall be executed by Developer, and the joinder or further consent of individual Owners or holders of recorded liens or other interests therein, including Mortgagees, shall not be required.

(c) All amendments shall take effect immediately upon due recordation in the Public Records of the County. No such amendment, particularly an amendment made pursuant to Subsection 4(b)(iv), shall be deemed material or adverse to any prospective purchaser of a Unit or an Owner and shall not extend or renew any right of rescission which may be granted to such prospective purchaser.

**ARTICLE XII
GENERAL PROVISIONS**

Section 1. Duration. The covenants, restrictions, and easements of this Declaration shall constitute covenants running with the land and shall be binding upon and inure to the benefit of and be enforceable by Developer, the Neighborhood Association or any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless at least three (3) months prior to the end of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Units agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of the County.

Section 2. Management Agreement. The Neighborhood Association has entered into a Management Agreement, a copy of which is on file with the Secretary of the Neighborhood Association. Each member, his heirs, successors and assigns shall be bound by the Management Agreement to the same extent and effect as if he has executed said Management Agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming the execution thereof by the Neighborhood Association; covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder; and agreeing that the persons acting as directors and officers of the Neighborhood Association entering into

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

- 25 -

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

such Management Agreement have not breached any of their duties or obligations to the Neighborhood Association.

Section 3. Severability. Wherever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Declaration.

Section 4. Temporary Committees. Developer, prior to the Turnover Meeting, in its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Neighborhood Association from Developer control to control by the Membership.

Section 5. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws, and the Articles shall take precedence over the Bylaws. This Declaration shall not take precedence over any conflicting provision in any Master Declaration or the Articles of Incorporation or bylaws of the Community Association. Notwithstanding the above, any provision which tracts or restates any requirement of the Florida Statutes shall prevail over any conflicting statement, regardless of which documents contain the statements.

Section 6. Indemnity. The Neighborhood Association hereby agrees to indemnify and hold Developer harmless from any and all loss, damage, cost, claims, suits, liability or expenses, including reasonable attorneys' fees, by virtue of any of the following:

(a) Any default or breach by the Neighborhood Association of any of its obligations or responsibilities under this Declaration or any Master Document.

(b) Any injury or death of persons or damage to property caused by or arising out of any act or omission of the Neighborhood Association, the Owners or their respective lessees, tenants, patrons, guests or invitees on the Real Property.

Section 7. Terms. As used herein the singular shall include the plural, the plural shall include the singular, and each gender shall include the others where the context so requires.

Section 8. Florida Contract. This Declaration shall be construed according to the laws of the State of Florida, regardless of whether this Declaration is executed by any of the parties hereto in other states or otherwise. In the event of litigation incident to this Declaration or any of the other Master Documents, the forum shall be in the appropriate court in the State of Florida.

Section 9. Incorporation of Declaration and Master Documents. Any and all deeds conveying a Unit or any other portion of the Real Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration and the Master Documents whether or not such incorporation is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be deemed to be acceptance by such grantee of all the terms and conditions of this Declaration and the Master Documents.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Section 10. Condemnation. In the event the Neighborhood Association receives any award or payment arising from any taking of the Neighborhood Properties or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Neighborhood Properties and improvements thereon to the extent deemed advisable by the Neighborhood Association and the remaining balance, if any, shall be held by the Neighborhood Association for the use and benefit of the Real Property.

Section 11. Exhibits. All exhibits referred to herein shall be attached hereto and by said references be incorporated herein and made a part hereof.

Section 12. Interpretation by Board. The Board shall be responsible for interpreting the provisions of this Declaration and any exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

Section 13. Interest. Whenever this Declaration provides that interest shall be payable at the maximum contract rate of interest permitted by Florida law and in the event no such maximum legal rate of interest exists, then all such provisions shall be deemed to require interest be payable at the rate of twenty percent (20%) per annum.

Section 14. Acceptance. The Neighborhood Association by its execution of this Declaration acknowledges and agrees to abide by all of the terms and provisions of this Declaration and the Master Declaration.

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions, and Easements has been signed by Developer and joined by the Neighborhood Association, on the day and year first above set forth.

Signed, sealed and delivered
in the presence of:

Nancy Hartman
Leida B. Mellen
As to Lloyd E. Williams, Jr.

Lloyd E. Williams, Jr.
LLOYD E. WILLIAMS, JR., a venture
partner in Placido Bayou Joint
Venture

J.K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture

Nancy Hartman
Leida B. Mellen
As to J.K. Financial Corporation

By: [Signature]
Its President
(CORPORATE SEAL)

Order: 5BZ4FJ223

-27- Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

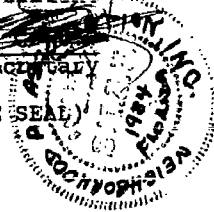
Nancy Hart
Linda B. Mullen
 As to Robert P. Crisp

ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture

NEIGHBORHOOD A ASSOCIATION, INC.,
 a Florida corporation not for profit

Nancy Hart
Linda B. Mullen
 As to Neighborhood A Association, Inc.

By: [Signature] President
 Attest: [Signature] Secretary
 Its _____ Secretary
 (CORPORATE SEAL)



STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
 Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
 My Commission Expires Oct. 5, 1985
 Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by John E. Reame, the President of J.K. FINANCIAL CORPORATION, a Florida corporation, on behalf of the corporation, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
 Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
 My Commission Expires Oct. 5, 1985
 Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by ROBERT P. CRISP, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
 Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
 My Commission Expires Oct. 5, 1985
 Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of September, 1984, by Howard E. Williams the President and Robert P. Culp the Secretary, respectively, of NEIGHBORHOOD A ASSOCIATION, INC., a Florida corporation on behalf of the corporation.

Linda S. Melaney
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on the real property hereby consents to the Declaration of Covenants, Restrictions and Easements for Neighborhood A, Placido Bayou (Patio Homes), and subordinates all of its instruments of security including its mortgage interest to said Declaration. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property, Loan Agreement, Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights and Assignment of Rents, Leases, Contracts, Accounts and Deposits, all dated May 31, 1984, and as modified from time to time. The Mortgage and Assignment of Rents, Leases, Contracts, Accounts and Deposits were recorded in Official Records Book 5773, commencing at Page 1790 and 1815 respectively, of the Public Records of Pinellas County, Florida.

(2) The Financing Statement as to the Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights was recorded June 1, 1984 in Official Records Book 5773 commencing at Page 1652, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 24th day of September, 1984.

Signed, sealed and delivered in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of
the United States of America

William A. Lumb
Betty L. Lumb

By Robert J. Lumb
Its Senior Vice President

(CORPORATE SEAL)

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

STATE OF FLORIDA

O. R. 5848 PAGE 1558

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th. day
of September 1984 by Robert L. Heinchon, Senior Vice President of HOME
FEDERAL BANK, F.S.B.



Jerry L. La Boda
Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires NOV. 9, 1986

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

A portion of Section 5, Township 31 South, Range 17 East, Pinellas County Florida, described as follows:

From the West 1/4 corner of said Section 5 for a Point of Beginning; thence N.01°24'11"W., along the West line of said section, 1701.91 feet to a point on the South line of Lot 1, Block 1, PINEHURST SHORECREST SCHOOL REPLAT & ADDITION, as recorded in Plat Book 86, Page 90, Pinellas County Records; thence along the South and East line of said plat by the following five (5) courses:

1. N.88°32'39"E., 499.71 feet;
2. N.01°22'05"W., 418.50 feet;
3. S.88°32'01"W., 8.41 feet;
4. N.01°22'38"W., 452.00 feet to a Point of Curve;
5. Along the Arc of a Curve to the Right, Radius 10.00 feet, Arc 15.68 feet, Chord N.43°33'21"E., 14.13 feet to a Point of Tangent

the same being on the South right of way line of 54th Avenue Northeast (a 50 foot half right of way); thence N.88°29'20"E., along said South right of way line, 1023.61 feet to a point on the West line of the aforesaid A REPLAT OF BLOCKS 30 & 31 SNELL ACRES UNIT ONE: thence N.01°20'00"W., along said West line, 10.00 feet to a point on said South right of way line; thence N.88°29'20"E., along said right of way line, 683.54 feet; thence N.01°30'40"W., 40.00 feet to a point on the North line of said Section 5; thence N.88°29'20"E., along said section line, 2430.11 feet to the Northeast corner of the West 3/4 of the Northeast 1/4 thereof; thence S.01°19'05"E., along the East line of said West 3/4, 2646.38 feet to the Southeast corner thereof; thence S.01°02'32"E., 240.00 feet to the Northeast corner of NORTH EAST PARK SHORES FOURTH ADDITION, as recorded in Plat Book 64, Page 3, Public Records of Pinellas County, Florida; thence S.88°40'04"W., along the North line thereof and along the North line of NORTH EAST PARK SHORES THIRD ADDITION as recorded in Plat Book 61, Page 85, Public Records of Pinellas County, Florida, 1989.69 feet to the Northwest corner of said NORTH EAST PARK SHORES THIRD ADDITION, as recorded in Plat Book 61, Page 85, Public Records of Pinellas County, Florida; thence N.01°15'49"W., along the East line of the West 1/2 of said Section 5, 94.00 feet; thence S.88°40'04"W., along the North line of the parcels conveyed to the City of St. Petersburg by Warranty Deed recorded in O. R. Book 490, Page 462, Public Records of Pinellas County, Florida, 2644.14 feet to a point on the West line of said Section 5; thence N.01°21'50"W., along the West line thereof, 146.00 feet to the aforementioned Point of Beginning;

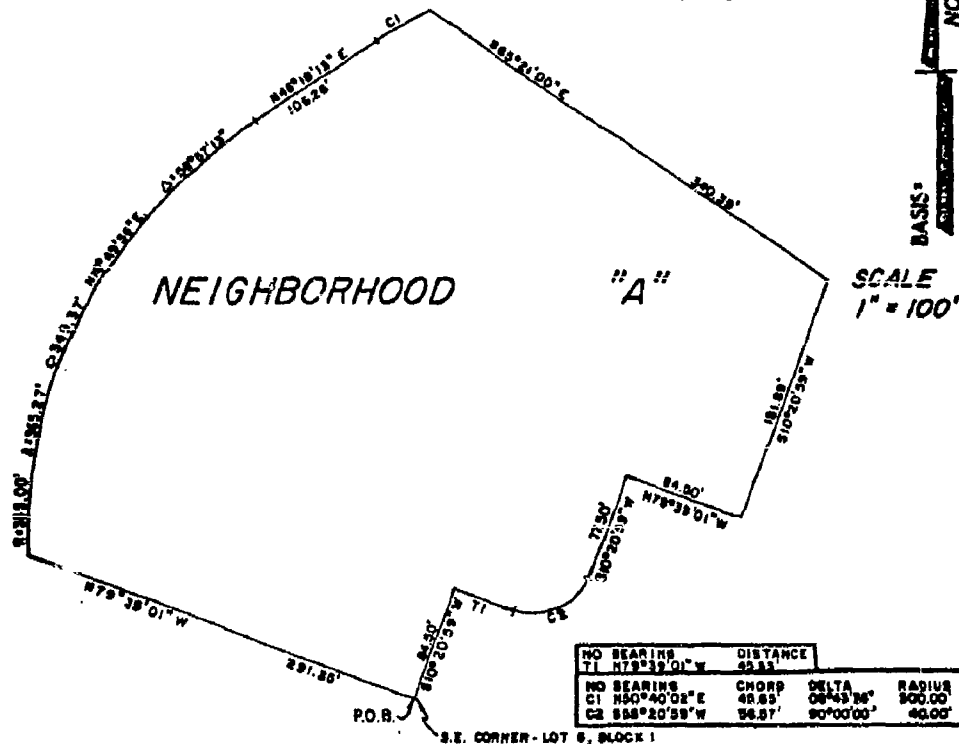
EXHIBIT "A"

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

DRAWN _____
CHECKED _____

SEC. 5 TWP. 31 S., R. 17 E.

O. R. 5848 PAGE 1560



"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."



George F. Young, Inc.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

- 619 ARLINGTON AVE. N. • ST. PETERSBURG, FL 33701 • (813) 822-4317
- 1301 U.S. 19 NORTH • PALM HARBOR, FL 33563 • (813) 785-6716
- 6106 26TH ST. WEST • BRADENTON, FL 33507 • (813) 753-5629

NAME
ORDER NO.
DATE

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

EXHIBIT B

LEGAL DESCRIPTION
PLACIDO BAYOU UNIT I
NEIGHBORHOOD "A"

D. I. 5848 PAGE 1561

Commencing at the Southeast corner of Lot 6, Block 1, Placido Bayou Unit 1, as recorded in Plat Book 88, Pages 2, 3, 4 and 5, Public Records of Pinellas County, Florida as the Point of Beginning; thence N.79°39'01"W., 291.35 feet to a point on a non-tangent Curve to the Right; thence along the Arc of a Curve to the Right, Concave to the Southeast, through a Central Angle of 58°57'13", Radius 355.00 feet, Arc 365.27 feet, Chord N.16°49'36"E., 349.37 feet to a Point of Tangency; thence N.46°18'13"E., 106.26 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Southeast, Radius 300.00 feet, Arc 45.70 feet, Chord N.50°40'02"E., 45.65 feet to a Point of Tangency; thence S.65°21'00"E., 340.39 feet; thence S.10°20'59"W., 181.89 feet; thence N.79°39'01"W., 84.50 feet; thence S.10°20'59"W., 77.50 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Concave to the Northwest, Radius 40.00 feet, Arc 62.83 feet, Chord S.55°20'59"W., 56.57 feet to a Point of Tangency; thence N.79°39'01"W., 45.33 feet; thence S.10°20'59"W., 84.50 feet to the aforementioned Point of Beginning

Containing 3.93 acres more or less

FOR: PLACIDO BAYOU JOINT VENTURE PREPARED BY:

ORDER NO: 26789-9

GEORGE F. YOUNG, INC.

DATE: MAY 4, 1984



John Steinway, P.L.S.
Fla. Surveyor's Reg'n No. 3502
Sr. Vice President, Land Planning

Placido Bayou Neighborhood A Association, Inc.
Initial Operating Budget

D. R. 5848 PAGE 1562

DESCRIPTION	Monthly	Annually
<u>Administrative</u>		
Management Fee	\$ 390	\$ 4,680
Insurance	33	396
Professional Fees	10	120
Miscellaneous	20	240
Utility Billing	68	816
TOTAL ADMINISTRATIVE	521	6,252
<u>Maintenance & Repair</u>		
Grounds	1,160	13,920
Irrigation System	190	2,280
Maintenance Salaries	130	1,560
Building Supplies	10	120
Building Repair	60	720
TOTAL MAINTENANCE & REPAIR	1,550	18,600
<u>Utilities</u>		
Electricity	28	336
TOTAL UTILITIES	28	336
TOTAL OPERATING EXPENSE	\$ 2,099	\$ 25,188

Average Maintenance Fee Per Month \$ 69.97

NOTES TO ESTIMATED OPERATING BUDGET

1. The budget is estimated and no allowances have been made for inflation. This budget shall be effective for a period of approximately twelve months beginning on the day of the recording the Declaration and ending on the last day of the same month in the succeeding year; provided, however, the Board may elect to continue the budget until the end of the Association's accounting year or may enact a new budget for said interim. For the second complete accounting year and thereafter, a budget will ordinarily be adopted for each accounting year. If the estimated expenses in certain categories of the budget are greater than the actual expenses incurred in those categories, then the excess will be used to offset deficits occurring in categories of the budget where actual expenses exceed the estimated expenses.

2. Notwithstanding anything in the Declaration to the contrary, Developer will not be assessed for any Unit which it owns until control of the Association is turned over to the Unit Owner other than the Developer.

3. Common Properties ad valorem taxes are expected to be included by the tax assessor's office in each Unit's tax for the Association. In the event ad valorem taxes or federal or state income taxes are hereafter levied or assessed against the Association property, said amount shall be included in the Operating Budget, and the Unit Owners shall be assessed their proportionate share.

EXHIBIT C

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

01 Cash 11 Chg
40 Rec 29.00
41 DS
43 Int
Tot 29.00

82116422

D.R. 5383 PAGE 1201

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that ROBERT P. CRISP, LLOYD E. WILLIAMS, JR. and J. K. FINANCIAL CORPORATION, a Florida corporation, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture, being the owners of the following described real property located in Pinellas County, Florida:

SEE EXHIBIT "A"

and CONRAD BANSPACH and BEVERLY N. BANSPACH, his wife, being the owners of the following described real property located in Pinellas County, Florida:

Lots 1 to 20, inclusive, Block 37, SNELL ACRES UNIT TWO, according to the Plat thereof, recorded in Plat Book 19, page 14, Public Records of Pinellas County, Florida.

make the following Declaration of Restrictions covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons or entities deriving title through the undersigned:

Overall density for the above-described real property shall not exceed 5.8 units per developable acre.

This Declaration is given pursuant to Ordinance No. 240-Z adopted by the City Council of the City of St. Petersburg, Florida, on August 5, 1982; which Ordinance grants the rezoning of the above-described property to RPD-7, Residential Planned Development.

This Declaration is made for the benefit of the undersigned and the public at large and is specifically intended to benefit that certain real property owned by the City of St. Petersburg, Florida, lying contiguous to the above-described real property and bearing the following legal description:

Block 2, Lot 1, PURYEAR PARK, CITY OF ST. PETERSBURG, according to the Plat thereof, recorded in Plat Book 73, pages 4, 5 and 6, Public Records of Pinellas County, Florida.

This Declaration is further made for the benefit of Shorecrest School, Inc., the owner of the following described contiguous property in consideration for its non-opposition to the rezoning of the above-described property:

SEE EXHIBIT "B"

This Declaration shall become effective upon the happening of both the effective date of the aforesaid Ordinance and the effective date of the Amendment of the Comprehensive Land Use Plan for the City of St. Petersburg as they apply to the above-described real property.

RETURN TO:

THIS INSTRUMENT WAS PREPARED BY
STEFAN C. CHUMBRIS
ATTORNEY at LAW
10th FLOOR - FLORIDA FEDERAL BLDG.
POST OFFICE BOX 3542
ST. PETERSBURG, FLORIDA 33731

Karlene S. Schreiber
CLERK CIRCUIT COURT
AUG 4 3 34 PM '02

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed this 4th day of August, 1982.

PLACIDO BAYOU JOINT VENTURE

Margaret E. Fulford
As to Robert P. Crisp, Joint
Venturer

By: [Signature] (SEAL)
ROBERT P. CRISP,
A Joint Venturer

Margaret E. Fulford
As to Lloyd E. Williams, Jr.
Joint Venturer

By: [Signature] (SEAL)
LLOYD E. WILLIAMS, JR.
A Joint Venturer

Mary K. Gaffney
Maureen N. Kueger
As to J. K. Financial
Corporation, Joint Venturer

By: J. K. FINANCIAL CORPORATION,
A Joint Venturer
By: [Signature] President
Attest: [Signature] Secretary
(Corporate Seal)

Margaret E. Fulford
Gennie M. Dyjak
As to Conrad Banspach

[Signature]
CONRAD BANSPACH

Margaret E. Fulford
Gennie M. Dyjak
Beverly N. Banspach
As to Beverly N. Banspach

[Signature]
BEVERLY BANSPACH

STATE OF Florida :
COUNTY OF Pinellas :

The foregoing instrument was acknowledged before me this 4th day of August, 1982, by ROBERT P. CRISP, a joint venturer of the PLACIDO BAYOU JOINT VENTURE, on behalf of the joint venture.

[Signature]
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 8 1983
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF Florida :
COUNTY OF Duval :

O.R. 5388 PAGE 1203

The foregoing instrument was acknowledged before me
this 4th day of August, 1982, by LLOYD E. WILLIAMS,
JR., a joint venturer of the PLACIDO BAYOU JOINT VENTURE, on be-
half of the joint venture.



Mary Ellen O'Connell
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 8 1983
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF Florida :
COUNTY OF Duval :

The foregoing instrument was acknowledged before me
this 4th day of August, 1982, by John D. Kearney
the President and Bernard W. Klotz the
Secretary of J. K. FINANCIAL CORPORATION, a Florida corporation,
on behalf of the corporation as a joint venturer of the PLACIDO
BAYOU JOINT VENTURE, on behalf of the joint venture.



Mary Ellen O'Connell
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 8 1983
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF Florida :
COUNTY OF Duval :

The foregoing instrument was acknowledged before me
this 4th day of August, 1982, by Conrad Ganspack
and Querry M. Ganspack his wife.



Mary Ellen O'Connell
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 8 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PARCEL 1:

- (a) Lots 1 to 17 inclusive, Block 6, CRISP MANOR, according to plat thereof recorded in Plat Book 51, page 38, Public Records of Pinellas County, Florida.
- (b) The Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, less those lands deeded to Shorecrest Preparatory School, Inc. as recorded in O. R. Book 4557, pages 2068 and 2069, Public Records of Pinellas County, Florida, and also less the South 20 feet and the West 20 feet for streets.
- (c) Lots 9 to 12 inclusive, 19, 20, 36, 37, 110 to 118 inclusive, PINEHURST, according to plat thereof recorded in Plat Book 10, page 7, Public Records of Pinellas County, Florida.
- (d) North 146 feet of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, LESS the West 30 feet thereof for street.
- (e) Lots 1, 2, 13, 19 and 20, Block 25 and Lots 1 to 5 inclusive, and 16 to 20 inclusive, Block 27, SNELL ACRES UNIT TWO, according to plat thereof recorded in Plat Book 19, page 14, Public Records of Pinellas County, Florida.

PARCEL 2:

- (a) Lots 7, 13, 14, 130 to 143 inclusive and Lot A, PINEHURST, according to plat thereof recorded in Plat Book 10, page 7, Public Records of Pinellas County, Florida.
- (b) Lot 14, Block 25, SNELL ACRES UNIT TWO, according to plat thereof recorded in Plat Book 19, page 14, Public Records of Pinellas County, Florida.

PARCEL 3:

Lot 11, Block 25, SNELL ACRES UNIT TWO, according to plat thereof recorded in Plat Book 19, page 14, Public Records of Pinellas County, Florida.

PARCEL 4:

- (a) Lots 1 to 6 inclusive, 8, 15 to 18 inclusive, 21 to 35 inclusive, 74 to 109 inclusive, 119 to 129 inclusive, PINEHURST, according to plat thereof recorded in Plat Book 10, page 7, Public Records of Pinellas County, Florida.
- (b) Lot 6, Block 25, SNELL ACRES UNIT TWO, according to plat thereof recorded in Plat Book 19, page 14, Public Records of Pinellas County, Florida.

PARCEL 5:

- (a) Lots 1 to 20 inclusive, Block 30 and Lots 1 to 12 inclusive, Block 31, A REPLAT OF BLOCKS 30 & 31 SNELL-ACRES UNIT 1, according to plat thereof recorded in Plat Book 19, page 43, Public Records of Pinellas County, Florida.

(CONTINUED)

EXHIBIT "A"

- (b) Tract designated American Legion Hospital Site for Crippled Children on plat of A REPLAT OF BLOCKS 30 & 31 SNELL-ACRES UNIT 1, according to plat thereof recorded in Plat Book 19, page 43, Public Records of Pinellas County, Florida.
- (c) The West 3/4 of the Northeast 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, AND the Northeast 1/4 of the Northwest 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida; LESS that part thereof owned by St. Petersburg Police Pistol Club, Inc. described as follows: Begin at a point 1007.8 feet North and 50 feet West of the Southwest corner of the Northeast 1/4 of Section 5, Township 31 South, Range 17 East; thence North $01^{\circ}15'49''$ West, 40.00 feet; thence on a curve to the right, radius 610 feet, a distance of 651.03 feet to P.R.C.; thence on a curve to the left, radius 240 feet a distance of 122.55 feet to P.C.C.; thence on a curve to the left, radius 430 feet, a distance of 30.21 feet to the North line of "Legion Field" as shown on plat of Snell Acres Unit 1, as recorded in Plat Book 18, page 24, Records of Pinellas County, Florida; thence due South to a point due East of the Point of Beginning; thence due West to Point of Beginning. ALSO LESS that part thereof designated as "Legion Field" on plat of Snell Acres Unit One, according to plat thereof recorded in Plat Book 18, page 24, Public Records of Pinellas County, Florida; ALSO LESS that part thereof platted as A Replat of Blocks 30 and 31 Snell-Acres Unit 1, according to plat thereof recorded in Plat Book 19, page 43, Public Records of Pinellas County, Florida; ALSO LESS that part thereof platted as Snell Acres Unit One, according to plat thereof recorded in Plat Book 18, page 24, Public Records of Pinellas County, Florida.
- (d) Lots 1 to 20 inclusive, Block 22, Lots 1 to 20 inclusive, Block 24, Lots 1 to 10 inclusive, LESS the North 10 feet of said Lot 10 deeded to City of St. Petersburg for drainage purposes, Block 29, Lots 1 to 19 inclusive, Block 32, Lots 1 to 10 inclusive, Block 33, Lots 1 to 16 inclusive, Block 34, Lots 1 to 23 inclusive, Block 35, Lots 1 to 10 inclusive and 13 to 18 inclusive, Block 36, SNELL ACRES UNIT ONE, according to plat thereof recorded in Plat Book 18, page 24, Public Records of Pinellas County, Florida
- (e) Lots 1 to 20 inclusive, Block 21, Lots 1 to 20 inclusive, Block 23, Lots 3 to 5 inclusive, 7 to 10 inclusive, 12, and 15 to 18 inclusive, Block 25, Lots 1 to 20 inclusive, Block 26, Lots 6 to 15 inclusive, Block 27, Lots 1 to 20 inclusive, Block 28, Lots 1 to 20 inclusive, Block 38, Lots 1 to 20 inclusive, Block 39, Lots 1 to 20 inclusive, Block 40, SNELL ACRES UNIT TWO, according to plat thereof recorded in Plat Book 19, page 14, Public Records of Pinellas County, Florida.
- (f) That certain unplatted tract designated as "Legion Field" on plat of SNELL ACRES UNIT ONE, according to plat thereof recorded in Plat Book 18, page 24, Public Records of Pinellas County, Florida, being further described as follows:

Beginning at the East corner of Block 33, SNELL ACRES UNIT ONE; thence South $42^{\circ}49'25''$ West along South line of said Block 33, 625.72 feet to the North line of Verdun Way; thence Southeasterly along said North line of Verdun Way on a curve bearing to the left, radius 1670.0 feet, beginning with a tangent bearing of South $31^{\circ}47'24''$ East, 18.75 feet along arc; thence Southeasterly along said North line of Verdun Way on a curve bearing to the left, radius 862.90 feet, beginning with a tangent bearing of South $32^{\circ}26'00''$ East, 887.95 feet along arc; thence North $88^{\circ}36'26''$ East along said North line of Verdun Way, 45.58 feet, to the West line of Birch Street; thence North $1^{\circ}23'34''$ West along said West line of Birch

(CONTINUED)

Street 40.0 feet; thence Northeasterly along said West line of Birch Street on a curve bearing to the right, radius 610.0 feet, beginning with a tangent bearing of North 1°23'34" West, 651.03 feet along arc; thence Northeasterly along said West line of Birch Street, on a curve bearing to the left, radius 240.0 feet, beginning with a tangent bearing of North 59°45'23" East, 122.55 feet along arc; thence Northeasterly along said West line of Birch Street, on a curve bearing to the left, radius 430.0 feet, beginning with a tangent bearing of North 30°30'02" East, 30.21 feet along arc; thence Northwesterly on a curve bearing to the left, radius 1330.0 feet beginning with a tangent bearing of North 83°08'09" West, 162.22 feet along arc; thence Northwesterly on a curve bearing to the right, radius 1330.0 feet, beginning with a tangent bearing of South 89°52'33" West 522.46 feet along arc; thence Northwesterly on a curve bearing to the right, radius 375.0 feet, beginning with a tangent bearing of North 67°37'00" West, 131.22 feet along arc to the Point of Beginning. Located in the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida.

- (g) Begin at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, thence run South 240 feet MOL; thence North 88°38'53" East, 637.49 feet; thence South 9°48'45" East 170.87 feet; thence by a curve to the right, radius 2606.60 feet, arc 59.95 feet, Chord North 80°50'47" East, 59.95 feet; thence South 8°29'41" East, 50.00 feet; thence by a curve to the left, radius 20.00 feet, arc 31.57 feet, Chord South 36°16'46" West 28.40 feet; thence South 8°56'47" East, 170.01 feet; thence by a curve to the left, radius 20.00 feet, arc 31.25 feet, Chord South 53°42'15" East, 28.16 feet; thence South 8°27'44" East, 50.00 feet; thence by a curve to the left, radius 2296.60 feet, arc 8.51 feet, Chord South 81°25'54" West, 8.51 feet; thence South 8°40'28" East, 221.09 feet to an intersection with the Northerly boundary of North East Park Shores Second Addition; thence East 535 feet MOL to Quarter Section Line; thence North 900 feet; thence West 1315 feet MOL to Point of Beginning, LESS part platted in North East Park Shores Fourth Addition, Pinellas County, Florida.
- (h) The Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, less North East Park Shores Fourth Addition according to plat thereof recorded in Plat Book 64, page 3, Public Records of Pinellas County, Florida.

EXHIBIT B

Lots 38 through 55, inclusive and lots 70 through 73, inclusive, of PINEHURST, as recorded in Plat Book 10, Page 7, and lots 56 through 69, inclusive, REPLAT OF PINEHURST, as recorded in Plat Book 19, Page 5, all of the Public Records of Pinellas County, Florida, and a portion of the Northwest 1/4 of Section 5, Township 31 South, Range 17 East, St. Petersburg, Pinellas County, Florida, all being more particularly described as follows: From the Northwest corner of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, as a Point of Reference; thence S.01°24'11"E., along the West line of said Section 5, 50.00 feet for a Point of Beginning; thence N.88°29'20"E., along a line 50.00 feet South of and parallel with the North line of said Section 5, 501.74 feet to a Point of Cusp; thence along the Arc of a Curve, Concave to the Southeast, Radius 10.00 feet; Arc 15.68 feet; Delta 89°51'58", Chord S.43°33'21"W., 14.13 feet to a Point of Tangent; thence S.01°22'38"E., along the East Right-of-Way line of Pine Street (a 60.00 foot Right-of-Way); as shown on the plat of "PINEHURST", as recorded in Plat Book 10, Page 7, Public Records of Pinellas County, Florida, 452.00 feet to an intersection with the centerline of Congress Avenue (a 60.00 foot Right-of-Way); as shown on said plat; thence N.88°32'01"E., along said centerline, 8.41 feet; thence S.01°22'05"E., 418.50 feet; thence S.88°32'39"W., 529.71 feet; thence N.01°24'11"W., along a line 30.00 feet West of and parallel with the West line of said Section 5, 790.00 feet; thence N.88°32'39"E., 30.00 feet to an intersection with said West line; thence N.01°24'11"W., along said line, 90.00 feet to the aforementioned Point of Beginning.

88133996

OR6760PG0948

ADDENDUM TO MASTER DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PLACIDO BAYOU

(Adding Placido Bayou Unit 2)

THIS ADDENDUM is made this 13th day of April, 1988, by FASHION CRAFT HOMES NO. 1, a Florida Corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. Pursuant to the provisions of Article II, Section 1, of the Master Declaration, the Developer desires to include additional portions of the Real Property as a part of Placido Bayou under the terms and conditions of the Master Declaration.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.
2. Placido Bayou Unit 2, according to the plat thereof recorded in Plat Book 97, at Page 98-103, Public Records of Pinellas County, Florida, is hereby included in Placido Bayou and is subjected to the terms and conditions of the Master Declaration as Neighborhood F.
3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

D. Michael Spivey
Barbara A. Cook

FASHION CRAFT HOMES, NO. 1
INC. a Florida corporation

By: Walter I. Larson
President

JUN 6 8 13 PM '88

STATE OF FLORIDA
COUNTY OF PINELLAS

13th The foregoing instrument was acknowledged before me this day of April, 1988, by WALTER I. LARSON, as President

RETURN TO

Fisher & Savis, P.A.
St Petersburg Branch

This instrument prepared by

100

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

OR6760PG0949

of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf
of the corporation.

My Commission Expires:

1/1/21

My

D. Michael Spivey
Notary Public - State of
Florida

Attachments:

Joinder of Fee Owner

Joinder of Mortgagee for Barnett Bank Mortgage

Joinder of Mortgagee for Crisp Trust Mortgage

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

JOINDER OF FEE OWNER

L & C PARTNERSHIP, LTD., a Florida limited partnership, as the fee simple owner of Placido Bayou Unit 2, according to the plat thereof recorded in Plat Book 97, at Pages 98-103, Public Records of Pinellas County, Florida, by execution hereof hereby joins in on and consents to Placido Bayou Unit 2 being subjected to the terms and conditions of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, this Joinder of Fee Owner has been signed this 13th day of April, 1988, by L & C PARTNERSHIP, LTD.

Signed, sealed and delivered in the presence of:

L & C PARTNERSHIP, LTD., a Florida limited partnership

By: J & W, INC., a Florida corporation, as General Partner

By: Walter I. Larson, as its President

(CORPORATE SEAL)

D. Michael Spear
Barbara D. Coit

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of April, 1988, by WALTER I. LARSON, a President of J & W, INC., a Florida corporation, as General partner of L & C PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the limited partnership.

My Commission Expires:

Notary Public - State of Florida
My Commission Expires: 04-01-2021

D. Michael Spear
Notary Public - State of Florida

JOINDER OF MORTGAGEE
(Barnett Bank to Master Declaration Addendum)

BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B. as holder and owner of that certain Mortgage dated September 8, 1987, and recorded in O.R. Book 6578, at page 726, Public Records of Pinellas County, Florida, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 2, according to the plat thereof recorded in Plat Book 97, Pages 98-103, Public Records of Pinellas County, Florida, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B., has hereunto set its hand and seal on this 18 day of May, 1988.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF PINELLAS COUNTY,
a Florida banking corporation,
as successor by merger to Home
Federal Bank of Florida, F.S.B.

Michael Spear
Harold W. Spear

By: *Robert L. Heinichon*
Executive Vice President

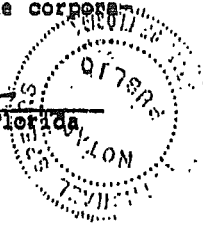
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18 day of May, 1988, by Robert L. Heinichon as Executive Vice President of BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B., on behalf of the corporation for the purposes expressed therein.

D. Michael Spear
Notary Public - State of Florida

My Commission Expires:
Notary Public, State of Florida
My Comm. Expires: 12/31/1991
Kendall Insurance Exchange, Inc.



JOINDER OF MORTGAGEE
(Crisp Trust to Master Declaration Addendum)

FRED S. RAZOOK, ^{TR} as Successor Trustee as holder, and owner of that certain Mortgage recorded on April 13, 1981 in O.R. Book 5175, at page 184, Public Records of Pinellas County, Florida, as amended, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 2, according to the plat thereof recorded in Plat Book 97, Pages 98-103, Public Records of Pinellas County, Florida, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 2ND day of MAY, 1988.

Signed, sealed and delivered
in the presence of:

[Signature]

Betty-Jane Lewis

By:

[Signature]
Fred S. RAZOOK, ^{TR} as Successor
Trustee

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2ND day of MAY, 1988, by FRED S. RAZOOK, ^{TR} as Successor Trustee for the purposes expressed therein.

Betty-Jane Lewis
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 13, 1990
Revised JUNE 1988

01 Cash 11 Chq
40 Rec 53.00
41 DS -0-
43 Int -0-
Tot 23.00

87202910

O.R. 6558 PAGE 928

ADDENDUM TO MASTER DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

18 18214978 77 19 19A087
40 23.00
TOTAL 23.00 CHK

PLACIDO BAYOU
(Adding Placido Bayou Unit 3)

THIS ADDENDUM is made this 3 day of August, 1987, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J. K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain Exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. Pursuant to the provisions of Article II, Section 1, of the Master Declaration, the Developer desires to include additional portions of the Real Property as a part of Placido Bayou under the terms and conditions of the Master Declaration.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.

2. Placido Bayou Unit 3, according to the plat thereon recorded in Plat Book 97, at Pages 47-49, Public Records of Pinellas County, Florida, is hereby included in Placido Bayou and is subjected to the terms and conditions of the Master Declaration.

3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

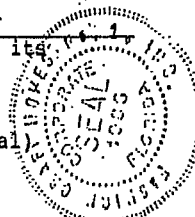
IN WITNESS WHEREOF, this Addendum to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

FASHION CRAFT HOMES NO. 1, INC.
a Florida corporation

By: Walter I. Larson
Walter I. Larson, as its
President

(Corporate Seal)



This instrument was prepared by:
D. MICHAEL SPEARS
of FISHER & SAULS, P.A.
Attorneys
100 Second Avenue South, Suite 701
St. Petersburg, Florida 33731

F. I. I. O.
Fisher & Sauls, P.A.
ST. PETERSBURG BRANCH

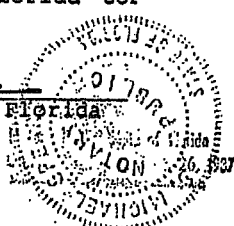
Order # 23
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale

STATE OF FLORIDA
COUNTY OF PINELLAS

D.R. 6558 PAGE 929

The foregoing instrument was acknowledged before me this
3 day of August, 1987, by WALTER I. LARSON, as
President of FASHION CRAFT HOMES NO. 1, INC., a Florida cor-
poration, on behalf of the corporation.

D. Michael Spear
Notary Public - State of Florida
My Commission Expires: NOV 26 1991



JOINDER OF FEE OWNER

L & C PARTNERSHIP, LTD., a Florida limited partnership, as the fee simple owner of Placido Bayou Unit 3, according to the plat thereof recorded in Plat Book 97, at Pages 47-49, Public Records of Pinellas County, Florida, by execution hereof hereby joins in on and consents to Placido Bayou Unit 3 being subjected to the terms and conditions of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477 et seq., Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, this Joinder of Fee Owner has been signed this 3 day of August, 1987, by L & C PARTNERSHIP, LTD.

Signed, sealed and delivered in the presence of:

L & C PARTNERSHIP, LTD.,
a Florida limited partnership

By: J & W, INC., a Florida corporation, as General Partner

By: Walter I. Larson
Walter I. Larson, as its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

3rd The foregoing instrument was acknowledged before me this day of August, 1987, by WALTER I. LARSON, as President of J & W, INC., a Florida corporation, as General Partner of L & C PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the limited partnership.

D. Michael Spica
Notary Public - State of Florida
My Commission Expires: 01/30/90

JOINDER OF MORTGAGEE

O.R. 6553-111 931

BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, formerly known as Home Federal Bank of Florida, F.S.B., as holder and owner of encumbrances of record on the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Master Declaration of Covenants, Restrictions and Easements, and subordinates all of its instruments of security including its mortgage interest to said Master Declaration of Covenants. Said instruments of security are more particularly described as follows:

(1) Mortgage dated July 17, 1987, recorded in O.R. Book 6542, at Page 1209, Public Records of Pinellas County, Florida.

(2) Mortgage dated October 14, 1986, recorded in O.R. Book 6340, at Page 1881, Public Records of Pinellas County, Florida.

(3) Mortgage from Placido Bayou Joint Venture, a Florida general partnership, to Conrad Banspach, recorded on January 19, 1983, and recorded in O.R. Book 5461, Page 290, as assigned to Home Federal Bank of Florida, F.S.B., by Assignment as recorded on June 23, 1986, in O.R. Book 6254, Page 2185; Mortgage in favor of Century First National Bank of Pinellas County (now known as Florida National Bank), as recorded on June 2, 1982, in O.R. Book 5356, Page 375, as modified by instruments recorded on October 8, 1982, in O.R. Book 5412, Page 1673, recorded on June 15, 1983, in O.R. Book 5545, Page 2077, recorded on November 16, 1983, in O.R. Book 5643, Page 1801, re-recorded on December 13, 1983, in O.R. Book 5661, Page 987, and corrected by Affidavit recorded on January 13, 1984, in O.R. Book 5681, Page 832, and further modified by instruments recorded on December 16, 1983, in O.R. Book 5664, Page 812, recorded on January 25, 1984, in O.R. Book 5688, Page 540, recorded on March 22, 1984, in O.R. Book 5723, Page 1896, and recorded on July 17, 1984, in O.R. Book 5805, Page 726, said mortgage being further secured by Assignment of Rents, Lease and Contracts as recorded on June 2, 1982, in O.R. Book 5356, Page 395, and by Financing Statement recorded on June 2, 1982, in O.R. Book 5356, Page 404, as said instruments were assigned to Home Federal Bank of Florida, F.S.B., by Assignment recorded on April 3, 1986, in O.R. Book 6199, Page 1970; and Mortgage in favor of Home Federal Bank of Florida, F.S.B., as recorded on June 1, 1984, in O.R. Book 5773, Page 1790, as re-recorded on August 14, 1984, in O.R. Book 5823, Page 474, and modified by instruments recorded on September 21, 1984, in O.R. Book 5846, Page 524, and recorded on December 4, 1986, in O.R. Book 6375, Page 973, said mortgage being further secured by Assignment of Rents, Leases, Contracts, Accounts and Deposits, as recorded on June 1, 1984, in O.R. Book 5773, Page 1815, by Financing Statement recorded on June 1, 1984, in O.R. Book 5773, Page 1652, re-recorded on August 14, 1984, in O.R. Book 5823, Page 501, and by Financing Statement recorded on June 1, 1984, in O.R. Book 5773, Page 1657; as all of said mortgages and other instruments of security were modified and consolidated by Mortgage Assumption, Modification, Future Advance and Consolidation Agreement as recorded on December 4, 1986, in O.R. Book 6374, Page 984, all of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, formerly known as Home Federal Bank

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

of Florida, F.S.B., has hereunto set its hand and seal on this
3rd day of August, 1987.

Signed, sealed and delivered
 in the presence of:

BARNETT BANK OF PINELLAS COUNTY,
 a Florida banking corporation,
 formerly known as Home Federal
 Bank of Florida, F.S.B.

Maria L. Nichols
Betty L. La Buda

By: Robert L. Heinchen
 His Senior Vice President

(Corporate Seal)

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
3rd day of August, 1987, by Robert L. Heinchen
 as Senior Vice President of BARNETT BANK OF PINELLAS COUNTY,
 a Florida banking corporation, formerly known as Home Federal Bank
 of Florida, F.S.B., on behalf of the corporation.

Betty L. La Buda
 Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires NOV. 8, 1989

JOINDER OF MORTGAGEE

O.R. 6558 PAGE 933

ROBERT P. CRISP, as Trustee, as holder and owner of an encumbrance of record on the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Master Declaration of Covenants, Restrictions and Easements, and subordinates all of its instruments of security including its mortgage interest to said Master Declaration of Covenants. Said instruments of security are more particularly described as follows:

Mortgage in favor of Robert P. Crisp, as Trustee, as recorded on April 13, 1981, in O.R. Book 5174, Page 184, as collaterally assigned to Park Bank of Florida (succeeded by Federal Deposit Insurance Corporation, liquidator of said Bank) by instruments recorded on June 29, 1982, in O.R. Book 5368, Page 710, and recorded on October 8, 1982, in O.R. Book 5412, Page 1674, re-recorded on October 26, 1982, in O.R. Book 5420, Page 1362, and corrected by instrument recorded on March 15, 1983, in O.R. Book 5490, Page 370, as said mortgage has been modified of record by agreements recorded in O.R. Book 5655, Page 548, O.R. Book 5877, Page 648, O.R. Book 5897, Page 758, O.R. Book 6340, Page 1859, and O.R. Book 6385, Page 345, all of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, as Trustee, has hereunto set his hand and seal on this 5TH day of August, 1987.

Signed, sealed and delivered
in the presence of:

Betty Jane Lewis
Paul B. Baker

Robert P. Crisp (SEAL)
Robert P. Crisp, as Trustee
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5TH day of August, 1987, by ROBERT P. CRISP, as Trustee

Betty Jane Lewis
Notary Public - State of Florida
My Commission Expires: 2-13-90
Notary Public, State of Florida
My Commission Expires Feb. 13, 1990
Bonded thru Troy Eain - Insurance Inc.

CONSENT TO JOINDER OF MORTGAGEE

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under the laws of the United States of America ("FDIC"), as owner and holder of that certain Assignment of Mortgage executed by Robert P. Crisp, as Trustee, recorded in O.R. Book 5368, Page 710, modified by Modification of Assignment of Mortgage recorded in O.R. Book 5412, Page 1674, re-recorded in O.R. Book 5420, Page 1362, and corrected by Corrective Modification of Assignment of Mortgage recorded in O.R. Book 5490, Page 370, and also as owner and holder of Assignment of Mortgage recorded in O.R. Book 6385, Page 345, all of the Public Records of Pinellas County, Florida, does hereby consent to and join in on that certain Joinder of Mortgagee made by Robert P. Crisp, as Trustee, dated August 5, 1987, which subordinates the lien of said mortgage to the terms and conditions of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the FDIC has caused this Consent to Joinder of Mortgagee to be executed by its duly authorized representative this 3rd day of August, 1987.

Witnesses:

Kathleen Binfre
Michelle J. Ashear

FEDERAL DEPOSIT INSURANCE CORPORATION

By:

Mitchell J. Ashear
 Mitchell J. Ashear, Assistant
 Liquidator-in-Charge pursuant to
 Power of Attorney recorded in
 O.R. Book 6189, Page 1692, Public
 Records of Pinellas County,
 Florida

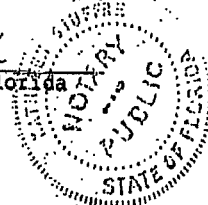
STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3rd day of August, 1987, by Mitchell J. Ashear, Assistant Liquidator-in-Charge pursuant to Power of Attorney recorded in O.R. Book 6189, Page 1692, Public Records of Pinellas County, Florida, on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION.

Kathleen Binfre
 Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires May 21, 1990
 Bonded thru Agent's Notary &
 Surety Brokerage



Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

01 Cash 11 Chg
46 19.50
41 19.50
43 Int 19.50
Tot 19.50

89099130

OR6985PG0196

ADDENDUM TO MASTER DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PLACIDO BAYOU
(Adding Placido Bayou Unit 4)

THIS ADDENDUM is made this 12th day of April, 1989, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J. K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. Pursuant to the provision of Article II, Section 1, of the Master Declaration, the Developer desires to include additional portions of the Real Property as a part of Placido Bayou under the terms and conditions of the Master Declaration.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.
2. Placido Bayou Unit 4, according to the plat thereof recorded in Plat Book 102 at Pages 30 through 33 inclusive, Public Records of Pinellas County, Florida, is hereby included in Placido Bayou and is subjected to the terms and conditions of the Master Declaration as a portion of Neighborhood "F".
3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

FASHION CRAFT HOMES NO. 1, INC.,
a Florida corporation

By: Walter I. Larson
Walter I. Larson, as its
President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of April, 1989, by WALTER I. LARSON, as President of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

12/31/1991

D. Michael Spies
Notary Public

Attachments:

Joinder of Fee Owner

Joinder of Mortgagee for Barnett Bank Mortgage

Joinder of Mortgagee for Crisp Trust

PLCDO4AMD/bac

RETURN TO:
Fisher & Sauls, P.A.
ST. PETERSBURG BRANCH

Order: 5BZ4FJ223

Address: 5555 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

JOINDER OF MORTGAGEE
(Barnett Bank to Master Declaration Addendum)

BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B. as holder and owner of certain Mortgages encumbering Placido Bayou Unit 4 according to the plat thereof recorded in Plat Book 102, pages 30 through 33, inclusive, Public Records of Pinellas County, Florida, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 4, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B., has hereunto set its hand and seal on this 13th day of April, 1989.

Signed, sealed and delivered
in the presence of:

D. Michael Spica
Nancy M. Wagner

BARNETT BANK OF PINELLAS COUNTY,
a Florida banking corporation,
as successor by merger to Home
Federal Bank of Florida, F.S.B.

By: [Signature]
Richard T. Ivasek as its
Senior Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of April, 1989, by RICHARD T. IVASEK, as Senior Vice President of BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B., on behalf of the corporation for the purposes expressed therein.

Nancy M. Wagner
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: MAY 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER OF MORTGAGEE
(Crisp Trust to Master Declaration Addendum)

FRED S. RAZOOK, JR., as Successor Trustee as holder, and owner of that certain Mortgage recorded on April 13, 1981 in O.R. Book 5175, at page 184, Public Records of Pinellas County, Florida, as amended, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 4, according to the plat thereof recorded in Plat Book 102, Pages 30 through 33 inclusive, Public Records of Pinellas County, Florida, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 29th day of March, 1989.

Signed, sealed and delivered
in the presence of:

Judy MacDonald
Tracie Kendall

By: Fred S. Razook, Jr.
Fred S. Razook, Jr., as Successor
Trustee

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 29th day of March, 1989, by FRED S. RAZOOK, JR., as Successor Trustee for the purposes expressed therein.

Teri-Ann Schader
Notary Public - State of Georgia

My Commission Expires:

Notary Public, DeKalb County, Georgia.
My Commission Expires December 16, 1991

01 Cash 11 Chg
40 Rec 19.50
41 DS -0-
43 Int -0-
Tot 19.50

89099132

OR6985PG0203

ADDENDUM TO MASTER DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PLACIDO BAYOU
(Adding Placido Bayou Unit 5)

THIS ADDENDUM is made this 12th day of April, 1989, by
FASHION CRAFT HOMES NO. 1, INC., a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J. K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. Pursuant to the provision of Article II, Section 1, of the Master Declaration, the Developer desires to include additional portions of the Real Property as a part of Placido Bayou under the terms and conditions of the Master Declaration.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.
2. Placido Bayou Unit 5, according to the plat thereof recorded in Plat Book 102 at Pages 34 through 37 inclusive, Public Records of Pinellas County, Florida, is hereby included in Placido Bayou and is subjected to the terms and conditions of the Master Declaration as Neighborhood "G".
3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

FASHION CRAFT HOMES NO. 1, INC.,
a Florida corporation

By: Walter I. Larson
Walter I. Larson, as its
President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of April, 1989, by WALTER I. LARSON, as President of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires: 11/1/91

D. Michael Spivey
Notary Public

Attachments:

Joinder of Fee Owner
Joinder of Mortgagee for Barnett Bank Mortgage
Joinder of Mortgagee for Crisp Trust

RETURN TO
Fisher & Sauls, P.A.
ST. PETERSBURG BRANCH

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

JOINDER OF FEE OWNER

L & C PARTNERSHIP, LTD., a Florida limited partnership, as the fee simple owner of Placido Bayou Unit 5, according to the plat thereof recorded in Plat Book 102, at Pages 34-37, Public Records of Pinellas County, Florida, by execution hereof hereby joins in on and consents to Placido Bayou Unit 5 being subjected to the terms and conditions of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, this Joinder of Fee Owner has been signed this 12th day of April, 1989, by L & C PARTNERSHIP, LTD.

Signed, sealed and delivered in the presence of:

L & C PARTNERSHIP, LTD., a
Florida limited partnership

By: J & W, INC., a Florida
corporation, as General
Partner

By: Walter I. Larson
Walter I. Larson, as
its President

(CORPORATE SEAL)

D. Michael Spear
Barbara A. Cecil

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of April, 1989, by WALTER I. LARSON, a President of J & W, INC., a Florida corporation, as General partner of L & C PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the limited partnership.

My Commission Expires:

12/31/91

D. Michael Spear
Notary Public - State of
Florida

18050023 TMC 04-24-89	16:49:00
01 - FASHION CRAFT HOMES	
RECORDING 1	\$19.50
TOTAL:	\$19.50
CHECK AMT. TENDERED:	\$19.50
CHANGE:	\$0.00

JOINDER OF MORTGAGEE

(Barnett Bank to Master Declaration Addendum)

BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B. as holder and owner of certain Mortgages encumbering Placido Bayou Unit 5 according to the plat thereof recorded in Plat Book 102, pages 34 through 37, inclusive, Public Records of Pinellas County, Florida, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 5, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B., has hereunto set its hand and seal on this 13th day of April, 1989.

Signed, sealed and delivered
in the presence of:

Nancy M. Wagner
Nancy M. Wagner

BARNETT BANK OF PINELLAS COUNTY,
a Florida banking corporation,
as successor by merger to Home
Federal Bank of Florida, F.S.B.

By: Richard T. Ivas
Richard T. Ivas, as its
Senior Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of April, 1989, by RICHARD T. IVAS, as Senior Vice President, of BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as successor by merger to Home Federal Bank of Florida, F.S.B., on behalf of the corporation for the purposes expressed therein.

Nancy M. Wagner
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 17, 1991
BONDED THRU ROTARY PUBLIC UNDERWRITERS

JOINDER OF MORTGAGEE
(Crisp Trust to Master Declaration Addendum)

FRED S. RAZOOK, JR., as Successor Trustee as holder, and owner of that certain Mortgage recorded on April 13, 1981 in O.R. Book 5175, at page 184, Public Records of Pinellas County, Florida, as amended, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 5, according to the plat thereof recorded in Plat Book 102, Pages 34 through 37 inclusive, Public Records of Pinellas County, Florida, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 29th day of March, 1989.

Signed, sealed and delivered
in the presence of:

Judy MacDonell
Tracie Kendall

By: Fred S. Razook, Jr.
Fred S. Razook, Jr., as Successor
Trustee

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 29th day of March, 1989, by FRED S. RAZOOK, JR., as Successor Trustee for the purposes expressed therein.

Ann Schrader
Notary Public - State of Georgia
My Commission Expires:
Notary Public, DeKalb County, Georgia.
My Commission Expires December 16, 1991.

3
40 Rec 24.00
41 St
42 Sur
43 Int 24.00
Tot

THIS INSTRUMENT PREPARED BY
AND HEARD BY
MARY JO GARRY
POWELL, GARNY & MOORE, P.A.
P. O. BOX 31885
ST. PETERSBURG, FL 33732-8185

PINELLAS COUNTY FLA.
INST # 90-272740

**ADDENDUM TO MASTER DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PLACIDO BAYOU
(Adding Placido Bayou Unit 7)**

*** OFFICIAL RECORDS ***
BOOK 7398 PAGE 274

THIS ADDENDUM is made this 8th day of October,
1990, by FASHION CRAFT HOMES NO. 1, INC., a Florida corporation
(the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. On or about May 24, 1989, Developer, joined by L & C Partnership, Ltd., a Florida limited partnership ("L & C") partially assigned its rights under the Master Declaration to Barnett Bank of Pinellas County, a Florida banking corporation ("Barnett") by that certain Partial Assignment of Developers Rights recorded in O.R. Book 7012, at Page 1888, Public Records of Pinellas County, Florida.

D. On or about March 15, 1990, Barnett partially assigned its rights under the Master Declaration to Placido Bayou, Inc., a Florida corporation ("Placido Bayou") by that certain Partial Assignment of Developers Rights recorded in O.R. Book 7239, at Page 206, Public Records of Pinellas County, Florida.

E. On or about August 22, 1990, Placido Bayou partially assigned its rights under the Master Declaration to L & J LAND DEVELOPMENT, INC., a Florida corporation ("L & J") by that certain Partial Assignment of Development Rights recorded in O.R. Book 7362, Page 258, Public Records of Pinellas County, Florida.

F. On or about October 8, 1990, L & J partially assigned its rights under the Master Declaration back to Developer by that certain Partial Assignment of Development Rights recorded in O.R. Book 7398, Page 274, Public Records of Pinellas County, Florida.

G. Pursuant to the provisions of Article II, Section 1, of the Master Declaration, the Developer desires to include additional portions of the Real Property as a part of Placido Bayou under the terms and conditions of the Master Declaration.

PD.NJC/PB.14N100290

27052391 NSB 10-09-90 08:11:06
01 EAS-FASHION CRAFT HOMES
RECORDING 1 \$24.00
TOTAL: \$24.00
CHECK AMT. TENDERED: \$24.00
CHANGE: \$0.00

Order: 5BZ 23
Address: 554 Andorra Cir NE
KARLEEN F. DEBLAKER, CLERK
OCT 9, 1990 8:19AM
Document not for resale

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.
2. Placido Bayou Unit 7, according to the plat thereof recorded in Plat Book 106, at Page 9 through 12, Public Records of Pinellas County, Florida, is hereby included in Placido Bayou and is subjected to the terms and conditions of the Master Declaration as Neighborhood H.
3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES;

FASHION CRAFT HOMES, NO. 1,
INC., a Florida corporation

[Signature]

By

[Signature]
WALTER I. LARSON, as
President

[Signature]

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
8th day of October, 1990, by WALTER I. LARSON, as President
of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on
behalf of the corporation.

[Signature]
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 11, 1993.
RECORDED THIS NOTARY PUBLIC ON 06/08/1990.

Attachments:

Joinder of Fee Owner
Joinder of Mortgagee, Barnett Bank of Pinellas County

A portion of Section 5, Township 31 South, Range 17 East, Pinellas County, Florida, described as follows:

From the West 1/4 corner of said Section 5 for a Point of Beginning; thence N.01°24'11"W., along the West line of said section, 1701.91 feet to a point on the South line of Lot 1, Block 1, PINEHURST SHORECREST SCHOOL REPLAT & ADDITION, as recorded in Plat Book 86, Page 90, Pinellas County Records; thence along the South and East line of said plat by the following five (5) courses:

1. N.88°32'39"E., 499.71 feet;
2. N.01°22'05"W., 418.50 feet;
3. S.88°32'01"W., 8.41 feet;
4. N.01°22'38"W., 452.00 feet to a Point of Curve;
5. Along the Arc of a Curve to the Right, Radius 10.00 feet, Arc 15.68 feet, Chord N.43°33'21"E., 14.13 feet to a Point of Tangent

the same being on the South right of way line of 54th Avenue Northeast (a 50 foot half right of way); thence N.88°29'20"E., along said South right of way line, 1023.61 feet to a point on the West line of the aforesaid A REPLAT OF BLOCKS 30 & 31 SNELL ACRES UNIT ONE; thence N.01°20'00"W., along said West line, 10.00 feet to a point on said South right of way line; thence N.88°29'20"E., along said right of way line, 683.54 feet; thence N.01°30'40"W., 40.00 feet to a point on the North line of said Section 5; thence N.88°29'20"E., along said section line, 2430.11 feet to the Northeast corner of the West 3/4 of the Northeast 1/4 thereof; thence S.01°19'05"E., along the East line of said West 3/4, 2646.38 feet to the Southeast corner thereof; thence S.01°02'32"E., 240.00 feet to the Northeast corner of NORTH EAST PARK SHORES FOURTH ADDITION, as recorded in Plat Book 64, Page 3, Public Records of Pinellas County, Florida; thence S.88°40'04"W., along the North line thereof and along the North line of NORTH EAST PARK SHORES THIRD ADDITION as recorded in Plat Book 61, Page 85, Public Records of Pinellas County, Florida, 1989.69 feet to the Northwest corner of said NORTH EAST PARK SHORES THIRD ADDITION, as recorded in Plat Book 61, Page 85, Public Records of Pinellas County, Florida; thence N.01°15'49"W., along the East line of the West 1/2 of said Section 5, 94.00 feet; thence S.88°40'04"W., along the North line of the parcels conveyed to the City of St. Petersburg by Warranty Deed recorded in O.R. Book 490, Page 462, Public Records of Pinellas County, Florida, 2644.14 feet to a point on the West line of said Section 5; thence N.01°21'50"W., along the West line thereof, 146.00 feet to the aforementioned Point of Beginning.

Exhibit "A"

JOINDER OF L & J LAND DEVELOPMENT, INC.

L & J LAND DEVELOPMENT, INC., a Florida corporation, as the fee simple owner of Placido Bayou Unit 7, according to the plat thereof recorded in Plat Book 106, at Pages 9 through 12, Public Records of Pinellas County, Florida, by execution hereof hereby joins in and consents to Placido Bayou Unit 7 being subjected to the terms and conditions of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, this Joinder of fee owner has been signed this 25th day of September, 1990, by L & J LAND DEVELOPMENT, INC.

Signed, sealed and delivered
in the presence of:

L & J LAND DEVELOPMENT, INC.,
a Florida corporation

Susan Baruck

By

Jeffrey C. Larson
JEFFREY C. LARSON, as
President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of September, 1990, by JEFFREY C. LARSON, as President of L & J LAND DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 11, 1993.
BONGKO THIRU NOTARY PUBLIC UNDER NO. 10

JOINDER OF MORTGAGEE

BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, as holder and owner of that certain Mortgage and Security Agreement dated August 22, 1990, and recorded in O.R. Book 7362, at Page 263, Public Records of Pinellas County, Florida, by execution hereof consents to the foregoing Addendum to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou for the purpose of submitting Placido Bayou Unit 7, according to the plat thereof recorded in Plat Book 106, at Pages 9 through 12, Public Records of Pinellas County, Florida, to the terms and conditions of said Master Declaration.

IN WITNESS WHEREOF, BARNETT BANK OF PINELLAS COUNTY, a Florida corporation, has hereunto set its hand and seal on this 3rd, day of October, 1990.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF PINELLAS COUNTY,
a Florida banking corporation

[Signature]

By [Signature]
RICHARD T. IVAS, as
Senior Vice President

[Signature]

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3rd day of October, 1990, by RICHARD T. IVAS, as Senior Vice President of BARNETT BANK OF PINELLAS COUNTY, a Florida banking corporation, on behalf of the corporation.

[Signature]
Notary Public



NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 11, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

10 Rec. 33.00
41 Bl
42 Sur
43 Int
Tot 33.00

RETURN TO:

84204987

This instrument prepared by:
GARY A. WHITLOCK
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

84204987 PAGE 1709
FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU
40 33.00
TOTAL 33.00 CM

WHEREAS, LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation, and ROBERT P. CRISP, are doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture (collectively the "Developer") and have signed and executed a Master Declaration of Covenants, Restrictions, and Easements for Placido Bayou (the "Master Declaration"), which Master Declaration was recorded on September 26, 1984 in Official Record Book 5848, beginning at page 1477, Public Records of Pinellas County, Florida.

WHEREAS, PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation (the "Association") joined in said Master Declaration.

WHEREAS, the Developer and the Association deem it necessary to make certain modifications to the Master Declaration.

NOW, THEREFORE in consideration of the above, the parties make the following changes:

1. Paragraph (c) of Section 5 of Article II of the Master Declaration is amended so it shall hereafter read as follows:

(c) The rights and privileges of Developer as herein set forth in this Section are in addition to and in no way limit any other rights or privileges of Developer under any Master Document. Said provisions, like other provisions of this Master Declaration that grant or reserve rights to and for Developer, may not be suspended, superseded or modified in any manner without the written consent of Developer. These rights of use and for the transaction of business as forth herein, like other rights reserved by Developer in the Master Documents may be assigned in writing by Developer in whole or in part.

2. Subparagraph (iii) of Paragraph (b) of Section 4 of Article IV of the Master Declaration is amended so it shall hereafter read as follows:

(iii) the right of the Community Association to dedicate or transfer all or any part of the Community Properties to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed upon by the membership and by Developer for so long as it owns any portion of the Real Property; provided that no such dedication or transfer, nor any determination as to the purposes therefor or as to the conditions thereof, shall be effective unless an instrument is executed by the appropriate officers of the Community Association certifying that such dedication or transfer was approved by the affirmative vote of not less than two-thirds (2/3) of all votes eligible to be cast at a meeting of the membership. Said certificate, together with the written approval of Developer, if required, shall be annexed to any instrument of dedication or transfer affecting the Community Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Community Association. Notwithstanding the foregoing, De-

veloper shall be empowered to make such dedication or transfer in its sole discretion without the consent of the Community Association or the membership for all or any part of the Community Properties until such time as Developer no longer owns any portion of Placido Bayou; and

3. The Joinder of Mortgage executed by HOME FEDERAL BANK OF FLORIDA, F.S.B. on September 24, 1984, and recorded on September 26, 1984, in Official Record Book 5848, Page 1516, Public Records of Pinellas County, Florida is amended by the substitution of the following Joinder of Mortgage, attached hereto as Exhibit "A" and by this reference incorporated herein.

4. The Joinder of Mortgage executed by ROBERT P. CRISP, individually and as Trustee, on September 11, 1984 and recorded on September 26, 1984, in Official Record Book 5848, Page 1517, Public Records of Pinellas County, Florida is amended by the substitution of the Joinder of Mortgage and Collateral Assignee, attached hereto as Exhibit "B" and by this reference incorporated herein.

All other terms of the Master Declaration and all exhibits thereto shall remain in full force and effect, and unchanged except as amended herein.

IN WITNESS WHEREOF, the parties have executed this amendment this 13 day of October, 1984.

Signed, sealed and delivered in the presence of:

[Signature]
As to Lloyd E. Williams, Jr.

[Signature]
LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou, a Florida joint venture

J. K. FINANCIAL CORPORATION, a Florida corporation, a venture partner in Placido Bayou Joint Venture, a Florida joint venture

[Signature]
As to J.K. Financial Corporation

By: [Signature] President
Attest: [Signature] Secretary

[Signature]
As to Robert P. Crisp

[Signature]
ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture, a Florida joint venture

PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation

Angela R. McKee
Angela R. McKee
 As to Placido Bayou Community Association, Inc.

By: Lloyd E. Williams
 Its President
 Attest: [Signature]
 Its Secretary
 (CORPORATE SEAL)

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 29 day of September, 1984, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

[Signature]
 Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES SEP. 1, 1985
 BONDED THRU JEDCO INSURANCE AGENCY

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 12 day of OCTOBER, 1984, by James E. Reswey the President and Dwight D. Brown the Secretary, respectively, of J. K. FINANCIAL CORPORATION, a Florida corporation on behalf of the corporation, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
 Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
 My Commission Expires Oct. 5, 1985
 Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 12 day of OCTOBER, 1984, by ROBERT P. CRISP, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Linda B. Mullen
 Notary Public

(SEAL)

My Commission Expires:

Notary Public, Florida, State at Large
 My Commission Expires Oct. 5, 1985
 Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 28 day of September, 1984, by Robert E. Williams, Robert A. Brown and Robert A. Brown the President and Secretary, respectively, of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., a Florida corporation on behalf of the corporation.

Robert A. Struble
Notary Public

(SEAL)

My Commission Expires:

MAJOR POLICE STATE OF FLA.
OF COMMISSION EXP. 4/1/50
MAJOR STATE GENERAL IN. 1/1/50

EXHIBIT "A"

JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Master Declaration of Covenants, Restrictions and Easements, and subordinates all of its instruments of security including its mortgage interests to said Master Declaration of Covenants. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property, Loan Agreement, Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights and Assignment of Rents, Leases, Contracts, Accounts and Deposits, all dated May 31, 1984, and as modified from time to time. The Mortgage and Assignment of Rents, Leases, Contracts, Accounts and Deposits were recorded in Official Record Book 5773, commencing at Page 1790 and 1815 respectively, of the Public Records of Pinellas County, Florida. The Mortgage was re-recorded on August 14, 1984, in Official Record Book 5823, Page 474 of the Public Records of Pinellas County, Florida.

(2) The Financing Statement as to the Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights was recorded June 1, 1984 in Official Record Book 5773 commencing at Page 1652, of the Public Records of Pinellas County, Florida, as corrected by instrument recorded on August 14, 1984, in Official Record Book 5823, Page 501 of the Public Records of Pinellas County, Florida.

(3) The Financing Statement recorded on June 1, 1984, in Official Record Book 5773, Page 1657 in the Public Records of Pinellas County, Florida.

(4) Mortgage of real and personal property and Assignment of Rents, Leases, Contracts, Accounts and Deposits, both dated July 23, 1984, and recorded July 24, 1984, in Official Record Book 5809, commencing at Page 1521 and Page 1539, respectively, of the Public Records of Pinellas County, Florida.

(5) The Financing Statement recorded on July 24, 1984, in Official Record Book 5809, Page 1546, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 28th day of September, 1984.

Signed, sealed and delivered in the presence of:

HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America

Dianna Lewis
Notary Public

By *Robert J. Stanley*
Its Senior Vice President

(CORPORATE SEAL)

a. 1.5851 m1714

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 28th day of September, 1984 by Robert L. Heinchen
the Senior Vice President of HOME
FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and
existing under the laws of the United States of America, on
behalf of the corporation.

Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires NOV. 8, 1985

EXHIBIT "B"

JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The Mortgagee, ROBERT P. CRISP, individually and as Trustee, as a holder and owner of an encumbrance of record of the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Master Declaration of Covenants, Restrictions, and Easements, and subordinates its mortgage interest to said Master Declaration of Covenants, Restrictions and Easements.

Similarly, PARK BANK OF FLORIDA, a Florida corporation, as the collateral assignee of the Mortgagee's interest hereby consents to the Master Declaration of Covenants, Restrictions, and Easements and subordinates its interest to the Master Declaration of Covenants, Restrictions, and Easements.

Said mortgage interest was created by that certain mortgage of real property, dated April 13, 1981, and as modified, corrected and renewed of record from time to time. The Mortgage was recorded in Official Record Book 5175, commencing at Page 184, of the Public Records of Pinellas County, Florida. The Mortgage was collaterally assigned to PARK BANK OF FLORIDA, a Florida corporation, by instruments recorded on June 29, 1982 in Official Record Book 5368, Page 710 and on October 8, 1982 in Official Record Book 5412, Page 1674, re-recorded on October 26, 1982 in Official Record Book 5420, Page 1362 and corrected by instrument recorded on March 15, 1983 in Official Record Book 5490, Page 370 and First Renewal Agreement recorded on December 2, 1983 in Official Record Book 5655, Page 548, as modified by Subordination Agreement recorded on June 1, 1984 in Official Record Book 5773, Page 1780, Mortgage Subordination Agreement recorded on July 17, 1984 in Official Record Book 5805, Page 742 and Subordination Agreement recorded on July 24, 1984 in Official Record Book 5809, Page 1548, all the above being recorded in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and HAROLD J. WINNER as the SENIOR Vice-President of PARK BANK OF FLORIDA, have hereunto set their hands and seals on this 13 day of OCTOBER, 1984.

Signed, sealed and delivered
in the presence of:

Linda R. Muller
Paula L. Loran

Robert P. Crisp
Robert P. Crisp, individually
and as Trustee

PARK BANK OF FLORIDA, a Florida
corporation

Linda R. Muller
Laura K. Stewart

By: Harold J. Winner
Harold J. Winner
Senior Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 1st day of NOVEMBER, 1984, by ROBERT P. CRISP,
individually and as Trustee.

Louisa B. Whellum
Notary Public

NOTARY
(SEAL)

My Commission Expires:

Notary Public, Florida, State of Large
My Commission Expires Oct. 5, 1985
Bonded thru Jedco Insurance Agency

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 28th day of September, 1984, by HAROLD J. WINNER,
the SENIOR Vice-President of PARK BANK OF FLORIDA, a
Florida corporation, on behalf of the corporation.

Laura K. Stewart
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1985
BONDED THRU GENERAL IND. INSURANCE CO.

10 Rev. 41.00
11 St.
12 Sur.
13 Int.
Tot. 47.00

RETURN TO: This instrument prepared by:
LINDA A. EARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

84222166

41.5865 net 1578

SECOND AMENDMENT
TO
MASTER DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
PLACIDO BAYOU

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVE-
NANTS, EASEMENTS AND RESTRICTIONS FOR PLACIDO BAYOU (the
"Second Amendment") is made this 24th day of September,
1984, by and between LLOYD E. WILLIAMS, JR., J.K. FINANCIAL
CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing
business as PLACIDO BAYOU JOINT VENTURE, a Florida joint ven-
ture (collectively "Developer").

RECITALS

A. Developer executed that certain Master Declara-
tion of Covenants, Restrictions and Easements for Placido
Bayou (the "Master Declaration") and caused said document to
be recorded on September 26, 1984 in Official Records Book
5848, beginning at Page 1477 of the Public Records of Pinellas
County, Florida.

B. Developer executed that certain First Amendment
to Master Declaration of Covenants, Restrictions and Easements
for Placido Bayou and caused said document to be recorded on
October 17, 1984, in Official Records Book 5851, beginning at
Page 1709 of the Public Records of Pinellas County, Florida.

C. Developer continues to own portions of certain
real property lying and being in Pinellas County, Florida,
which is described in the Master Declaration as "Placido
Bayou". Pursuant to the rights and powers set forth in Sec-
tion 4 of Article XII of the Master Declaration, Developer
wishes to further amend the Master Declaration in order to
resolve and clarify certain ambiguities and conflicts therein.

NOW, THEREFORE, Developer hereby amends the Master
Declaration in the following manner:

1. Section 1 of ARTICLE IV EASEMENTS is hereby de-
leted in its entirety and the following is hereby substituted
in its place:

"Section 1. Non-Exclusive Easements. Ex-
cept as otherwise specifically provided herein, each
easement created hereunder shall be, without the neces-
sity of restating such herein, nonexclusive and perpetual
for the limited purposes set forth herein and subject to
all of the terms and conditions of this Master Declara-
tion. Developer, the Community Association, or any
Neighborhood Association, as appropriate, shall have the
right to grant any other easement over the same area so
long as it does not unreasonably interfere with the ease-
ment first granted and so long as the grantor owns the
land subject to such easement".

2. Subsection 3(a) of ARTICLE IV EASEMENT is
hereby deleted in its entirety and the following is hereby
substituted in its place:

"Section 3. Developer's Easements.

(a) Developer reserves for itself, for so long as Developer owns any portion of the Real Property, easements over, across, under and through Placido Bayou, as may be necessary and reasonable to permit Developer to develop any and all portions of the Real Property and to exercise its rights and perform its obligations as the same may be created under this Master Declaration, within the Real Property."

3. Paragraph 4(b)(ii) of ARTICLE IV EASEMENT is hereby deleted in its entirety and the following is hereby substituted in its place:

"(ii) the right of the Community Association to suspend the use and enjoyment rights of any Owner, his guests, lessees and invitees for any period during which any Assessment remains unpaid or for a period determined by the Board for any violation of any Master Document, it being understood and agreed that the suspension shall not constitute a waiver or discharge of any obligation of such Owner; and"

4. Subsections 5(a) and (b) of ARTICLE IV EASEMENT are hereby deleted in their entirety and the following are hereby substituted in their place:

"Section 5. Utility, Drainage, and Irrigation Easements.

(a) Developer hereby reserves unto itself, for so long as it owns any portion of the Real Property, and grants to the Community Association, the Neighborhood Associations, appropriate Governmental Bodies and Utility Servicers reasonable easements over, under, across and through those portions of Placido Bayou designated as easement areas on any Plat or created pursuant to the provisions of this Master Declaration for the installation, construction, maintenance, repair, alteration, and operation of utility services to adequately serve the Real Property, including without limitation, temporary roads, cable television and radio services, telephone services, security system services, public utilities (including but not limited to water, sewer, electric, gas and other utility services, both publicly and privately operated), irrigation systems (including the installation of irrigation pumps and lines) and drainage systems (including the installation of drainage pipes and ditches), together with all machinery and apparatus appurtenant thereto as may be necessary or desirable for servicing the Real Property and all improvements and facilities located thereon. Developer, Community Association, any Neighborhood Association, Governmental Body or Utility Servicer making the entry shall restore the property as nearly as practicable to the condition which existed prior to such entry. Further, easements reserved which necessitate entry through a building or other improvement shall only be according to the plans and specifications for said structure or as said structure is actually constructed, unless approved in writing by the owner thereof."

(b) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and grants to the Community Association the right to grant, expand or relocate easements for ingress, egress

and maintenance for the purpose of installation, construction, maintenance, repair, alteration and operation of utility services, of a size, width and location as Developer or the Community Association, in its discretion, deems advisable so long as any such easement is located so as not to unreasonably interfere with the use of any improvements which are then, or will be, located within Placido Bayou and are in accordance with the further requirements of Subsection (a) above. Additionally, the relocation of any easement shall comply with all requirements of Section 14, below.

5. ARTICLE IV EASEMENT is hereby amended by adding additional paragraphs thereto, which paragraphs shall be intitled and shall read as follows:

"Section 5-A. Encroachment Easements.

(a) In the event that an improvement or any part thereof constructed within a Neighborhood encroaches upon, over or through any portion of the Communities Properties or upon, over or through another Neighborhood as a result of the initial construction by Developer, then an easement is hereby granted to the owner of such improvement (the "Encroaching Party"), whether such owner be Developer, an Owner, or Neighborhood Association, as the case may be, to the extent of such encroachment for so long as the encroachment or the need therefor shall continue. In the event that any improvement or any part thereof constructed within the Community Properties encroaches over, under or through any portion of any Neighborhood as a result of the initial construction by Developer, then an easement is hereby granted to the owner of such improvement (the "Encroaching Party"), whether such owner be Developer or Community Association, as the case may be, to the extent of such encroachment for so long as the encroachment or the need therefor shall continue. The appropriate Encroaching Party shall have the right to use the structural encroachment for the reasonable and normal uses for which it was originally intended.

(b) The easements granted herein shall include, without limitation, easements for overhanging roofs, troughs, gutters and downspouts and the discharge of water therefrom and the subsequent flow of rain water over any portion of the burdened property.

(c) The easements, rights, benefits and liabilities created in subparagraphs (a) and (b), next above, shall be continuous in nature and shall run with the land benefited and the land burdened thereby for so long as the encroachment shall continue and, further, shall be binding on the owners of the land benefited and the land burdened by said easements, as well as their respective personal representatives, heirs, successor, assigns, agents, lessees, guests and invitees. The owner of the benefited property shall have the obligation as well as the right to repair and maintain the structural encroachment; provided, however, that to the extent the structural encroachment is to be maintained by another individual or entity pursuant to the provisions of any Master Document, the owner of the benefited property shall have no such maintenance obligation."

6. The heading of ARTICLE V is hereby amended to read as follows: "THE COMMUNITY ASSOCIATION."

7. Subsection 3(f) of ARTICLE V THE COMMUNITY ASSOCIATION is hereby deleted in its entirety and the following is hereby substituted in its place:

"(f) The Board shall have the authority to resolve any dispute which may arise between or among the several Neighborhood Associations. Any such decision shall be binding upon such Neighborhood Association and may be specifically enforced through the courts of the State of Florida."

8. Subsections 3(a) and (b) of ARTICLE VI BUDGETS AND ASSESSMENTS is hereby deleted in their entirety and the following are hereby substituted in their place:

"Section 3. Fractional Shares.

(a) Initially, the Owners of each Assessment Unit, as such term is hereinafter described in this Section, shall be liable to the Community Association for a 1/222 share of the Operating Expenses (the "Fractional Share"), excepting those Operating Expenses allocable to the Limited Community Properties, if any. The Fractional Share shall be recomputed by the Board each year at the time the annual budget for the succeeding year is adopted so that the numerator shall remain one (1) and the denominator shall be the aggregate sum of the Assessment Units, which Assessment Units are described as follows:

(i) the number of Condominium Units shown as being substantially completed in the recorded surveyor's certificate for the Condominium containing such Condominium Units;

(ii) the number of Dwelling Units for which a certificate of occupancy has been issued from the appropriate Governmental Body;

(iii) the number of votes duly assigned to all Parcels; and

(iv) the number of Lots, if any, which have been sold and closed to an initial purchaser by Developer; provided, however, that at such time as a certificate of occupancy is issued for the single family residence constructed on such a Lot, then the Lot and the improvement thereon shall be considered as an Assessment Unit under subparagraph (ii), above, and not under this subparagraph (iv).

Each of the Condominium Units, Dwelling Units, votes and Lots described in subparagraphs (i), (ii), (iii) and (iv) are sometimes herein referred to as an Assessment Unit.

(b) The Fractional Share for each Limited Community Property shall be determined in the same manner set forth above, except the denominator shall be the aggregate of only those Assessment Units which are entitled to use such Limited Community Properties."

9. The heading of Section 7 of ARTICLE VI BUDGETS AND ASSESSMENTS is hereby amended to read as follows: "Community Association's Responsibilities".

10. The heading of ARTICLE VII is hereby amended to read as follows: "LIABILITIES, LIENS, INTEREST AND COLLECTION OF COMMUNITY ASSOCIATION'S ASSESSMENTS".

11. Section 11 of ARTICLE VIII DESIGN REVIEW COMMITTEE is hereby deleted in its entirety and the following is hereby substituted in its place:

"Section 11. Attorneys' Fees. For all purposes necessary to enforce this Article, the Community Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the individual or entity which is in violation of said Article, including expenses of appellate review, whether or not litigation is instituted, and the Board may assess such amounts in the form of an Individual Assessment."

12. All other terms, conditions, obligations, responsibilities, duties, easements, covenants, restrictions, reservations, charges, liens and other provisions as set forth in the Master Declaration, as amended by First Amendment thereto, and all exhibits thereto shall remain in full force and effect and unchanged except as amended herein.

IN WITNESS WHEREOF, this Second Amendment has been signed by Developer on the day and year first above set forth.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]
As to Lloyd E. Williams, Jr.

[Signature]
LLOYD E. WILLIAMS, JR., a venture
partner in Placido Bayou, a Florida
joint venture

J. K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture, a Florida joint venture

Maureen M. Kryeger
Maureen M. Kryeger
As to J.K. Financial Corpo-
ration

By: [Signature]
its President
Attest: [Signature]
its Secretary

[Signature]
[Signature]
As to Robert P. Crisp

[Signature]
ROBERT P. CRISP, a venture partner
in Placido Bayou Joint Venture, a
Florida joint venture

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 22nd day of October, 1984, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Betty G. Struble
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 3, 1988
BONDED THRU GENERAL INV. UND.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 22nd day of October, 1984, by Kenneth W. Herlihy the President and Director G. Brown the Secretary, respectively, of J. K. FINANCIAL CORPORATION, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Maureen H. Krueger
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 3, 1988
BONDED THRU GENERAL INV. UND.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1984, by ROBERT P. CRISP, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Betty Jane Leura
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb 13, 1986
BONDED THRU GEN. INV. UND.

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Second Amendment to Master Declaration of Covenants, Restrictions and Easements, and subordinates all of its instruments of security including its mortgage interests to said Second Amendment to Master Declaration of Covenants, Restrictions and Easements. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property, Loan Agreement, Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights and Assignment of Rents, Leases, Contracts, Accounts and Deposits, all dated May 31, 1984, and as modified from time to time. The Mortgage and Assignment of Rents, Leases, Contracts, Accounts and Deposits were recorded in Official Record Book 5773, commencing at Page 1790 and 1815 respectively, of the Public Records of Pinellas County, Florida. The Mortgage was re-recorded on August 14, 1984, in Official Record Book 5823, Page 474 of the Public Records of Pinellas County, Florida.

(2) The Financing Statement as to the Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights was recorded June 1, 1984 in Official Record Book 5773 commencing at Page 1652, of the Public Records of Pinellas County, Florida, as corrected by instrument recorded on August 14, 1984, in Official Record Book 5823, Page 501 of the Public Records of Pinellas County, Florida.

(3) The Financing Statement recorded on June 1, 1984, in Official Record Book 5773, Page 1657 in the Public Records of Pinellas County, Florida.

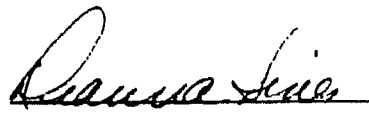
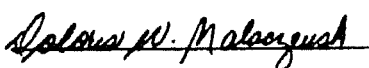
(4) Mortgage of real and personal property and Assignment of Rents, Leases, Contracts, Accounts and Deposits, both dated July 23, 1984, and recorded July 24, 1984, in Official Record Book 5809, commencing at Page 1521 and Page 1539, respectively, of the Public Records of Pinellas County, Florida.

(5) The Financing Statement recorded on July 24, 1984, in Official Record Book 5809, Page 1546, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 23rd day of October, 1984.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of
the United States of America

By 
its Senior Vice President

(CORPORATE SEAL)

Q. A. 5865 PAGE 1985

Dolores W. Malachuk
Notary Public

My Commission Expires:

History Public Coll of Florida at Tampa
My Commission Expires JUNE 28 1987

JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The Mortgagee, ROBERT P. CRISP, individually and as Trustee, as a holder and owner of an encumbrance of record of the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Second Amendment to Master Declaration of Covenants, Restrictions, and Easements, and subordinates its mortgage interest to said Second Amendment to Master Declaration of Covenants, Restrictions and Easements.

Similarly, PARK BANK OF FLORIDA, a Florida corporation, as the collateral assignee of the Mortgagee's interest hereby consents to this Second Amendment to Master Declaration of Covenants, Restrictions, and Easements and subordinates its interest to the Master Declaration of Covenants, Restrictions, and Easements.

Said mortgage interest was created by that certain mortgage of real property, dated April 13, 1981, and as modified, corrected and renewed of record from time to time. The Mortgage was recorded in Official Record Book 5175, commencing at Page 184, of the Public Records of Pinellas County, Florida. The Mortgage was collaterally assigned to PARK BANK OF FLORIDA, a Florida corporation, by instruments recorded on June 29, 1982 in Official Record Book 5368, Page 710 and on October 8, 1982 in Official Record Book 5412, Page 1674, re-recorded on October 26, 1982 in Official Record Book 5420, Page 1362 and corrected by instrument recorded on March 15, 1983 in Official Record Book 5490, Page 370 and First Renewal Agreement recorded on December 2, 1983 in Official Record Book 5655, Page 548, as modified by Subordination Agreement recorded on June 1, 1984 in Official Record Book 5773, Page 1780, Mortgage Subordination Agreement recorded on July 17, 1984 in Official Record Book 5805, Page 742 and Subordination Agreement recorded on July 24, 1984 in Official Record Book 5809, Page 1548, all the above being recorded in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and H. J. Winner, as the Senior Vice-President of PARK BANK OF FLORIDA, have hereunto set their hands and seals on this 29th day of August, 1984.

Signed, sealed and delivered
in the presence of:

Betty-Jane Lewis
[Signature]

[Signature]
Robert P. Crisp, individually
and as Trustee

[Signature]
[Signature]

PARK BANK OF FLORIDA, a Florida
corporation

By: [Signature]
H. J. WINNER, Senior
Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 24th day of OCTOBER, 1984, by ROBERT P. CRISP,
individually and as Trustee.

Betty-Jane Lewis
Notary Public

(SEAL)

My Commission Expires: Notary Public, State of Florida
My Commission Expires Feb. 13, 1986
Revised This Form: November, 1984.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 10th day of OCTOBER, 1984, by H. J. WINNER, the
Senior Vice-President of PARK BANK OF FLORIDA, a Florida cor-
poration, on behalf of the corporation.

Shirley J. Smith
Notary Public

(SEAL)

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

1100
41 SR
42 SR
43 SR
44 SR
45 SR
46 SR
47 SR
48 SR
49 SR
50 SR
51 SR
52 SR
53 SR
54 SR
55 SR
56 SR
57 SR
58 SR
59 SR
60 SR
61 SR
62 SR
63 SR
64 SR
65 SR
66 SR
67 SR
68 SR
69 SR
70 SR
71 SR
72 SR
73 SR
74 SR
75 SR
76 SR
77 SR
78 SR
79 SR
80 SR
81 SR
82 SR
83 SR
84 SR
85 SR
86 SR
87 SR
88 SR
89 SR
90 SR
91 SR
92 SR
93 SR
94 SR
95 SR
96 SR
97 SR
98 SR
99 SR
100 SR

85104001

15 5995 2039

THIRD AMENDMENT
TO
MASTER DECLARATION
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PLACIDO BAYOU

15 15703570 40 1. 20MA85
40 26.00
TOTAL 26.00 CHK

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PLACIDO BAYOU (the "Third Amendment") is made this 17th day of May, 1985, by and between LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture (collectively "Developer").

The Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") was recorded on September 26, 1984, in Official Records Book 5848, beginning at Page 1477; the First Amendment thereto was recorded on October 17, 1984, in Official Records Book 5851, beginning at Page 1709; and the Second Amendment thereto was recorded on October 25, 1984, in Official Records Book 5865, beginning at Page 1978, all of the Public Records of Pinellas County, Florida. This Third Amendment is made pursuant to the rights and powers reserved to Developer at Subsection 4(b)(iv) of Article XI of the Master Declaration and amends the Master Declaration as follows:

1. Section 2 of Article III is hereby amended so that it shall hereafter read as follows:

"Section 2. Manner of Conveyance. Developer shall convey to the Community Association, by warranty deed, title to all or portions of the Community Properties and improvements appurtenant thereto subject to: (i) the terms and provisions of this Master Declaration and other Master Documents; (ii) real estate taxes for the year of such conveyance; (iii) all applicable zoning ordinances; (iv) such facts as an accurate survey would show; and (v) all covenants, easements, restrictions and reservations of record. The Community Association shall be required to accept each such conveyance "as is" at the time of conveyance, without any representations or warranties, expressed or implied, in fact or by law, as to the condition or fitness of the Community Properties or portion thereof and improvements thereon. All costs and expenses of such conveyance shall be paid for the Community Association."

2. Paragraph 2(d)(i) of Article V is hereby amended and shall hereafter read as follows:

"(i) Eighty percent (80%) of all Units to be constructed in Placido Bayou have been sold and conveyed by Developer; or"

3. Article V is hereby amended to include Section 5 which shall hereafter read as follows:

"Section 5. Rights of Mortgagees.

(a) Notwithstanding anything contained in this Master Declaration to the contrary, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) of the individual Units have given their prior written approval, the Association shall not be entitled to amend the Master Declaration in any manner which would restrict the definition of "Mortgagee" at Article I or would adversely affect any rights granted to Mortgagees in this Master Declaration.

RETURN TO:

This Instrument prepared by:
LINDA A. EARLE
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale

(b) Holders, insurers or guarantors or any first mortgage encumbering a Unit shall, upon written request to the Community Association, be entitled to timely written notice of:

(i) any condemnation or casualty loss that affects a material portion of the Community Properties;

(ii) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of a Unit on which it holds the Mortgage;

(iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association; or

(iv) any proposed action that requires the consent of a specified percentage of Mortgagees.

(c) Holders, insurers or guarantors of any first mortgage encumbering a Unit shall be entitled to inspect, upon request, during normal business hours, current copies of the Master Declaration, Bylaws, Rules and the books, records and financial statements of the Community Association. Upon written request, any Mortgagee is entitled to a financial statement for the immediately preceding fiscal year."

4. Footnote 5 of the Estimated Operating Budget, located as Exhibit C to the Master Declaration, is hereby amended and shall hereafter read as follows:

"5. No reserve account is presently being funded through Assessments. The initial contribution fee paid by each initial purchaser of a unit shall be allocated to one or more reserve accounts. Developer shall vote to fund reserves in future budgets."

5. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Master Declaration and all exhibits thereto shall remain in full force and effect and unchanged except as amended by the First Amendment, the Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Linda A. Earle

Helen Moon

As to Lloyd E. Williams, Jr.

Lloyd E. Williams, Jr.

LLOYD E. WILLIAMS, JR., a venture
partner in Placido Bayou Joint
Venture

J.K. FINANCIAL CORPORATION, a
Florida corporation, a venture
partner in Placido Bayou Joint
Venture

Maurice N Kruger By: [Signature]
Its President

Linda Q. Eide
As to J.K. Financial Corpo-
ration

Betty-Jane Lewis [Signature]
ROBERT P. CRISP, a venture partner
in Placido Bayou Joint Venture
Patricia Thomas
As to Robert P. Crisp

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 16 day of MAY, 1985, by LLOYD E. WILLIAMS,
JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a
Florida joint venture.



Bonnie A. Cavel
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENTS NOTARY BROKERAGE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 15th day of May, 1985, by Linda Q. Eide,
President of J.K.
FINANCIAL CORPORATION, a Florida corporation, on behalf of the
corporation, as a venture partner of PLACIDO BAYOU JOINT VENTURE,
a Florida joint venture.

Maurice N Kruger
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 17 1986
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 20TH day of MAY, 1985, by ROBERT P. CRISP,
as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida
joint venture.

Betty-Jane Leurs
Notary Public



(SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 13, 1986
Bonded Two Thousand Dollars, \$2,000.00

JOINDER OF MORTGAGE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants Restrictions and Easements for Placido Bayou hereby consents to and joins in this Third Amendment and subordinates all of its instruments of security including its mortgage interest to the Master Declaration as so amended. Said instruments of security are more particularly described in the Joinder of Mortgage to the Master Declaration recorded in Official Record Book 5851, at Page 1713 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 16th day of May, 1985.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the laws of
the United States of America

Walter L. Gibbs
Robert L. Heinichon

Robert L. Heinichon

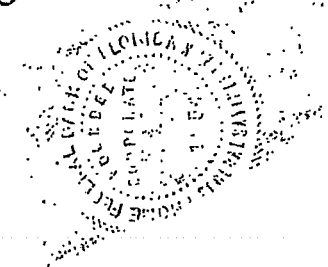
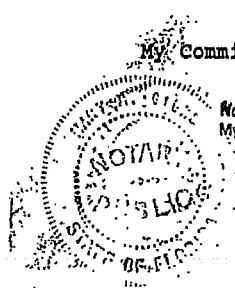
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 16th day of May, 1985 by Robert L. Heinichon, Senior Vice President of HOME FEDERAL BANK, F.S.B., on behalf of the corporation.'

Walter L. Gibbs
Notary Public - State of Florida

My Commission Expires:

(SEAL)
Notary Public, State of Florida at Large
My Commission Expires JAN. 17, 1989



JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The mortgagee, ROBERT P. CRISP, individually and as Trustee, as a holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou hereby consents to and joins in this Third Amendment thereto and subordinates his mortgage interest to said Master Declaration as so amended. Similarly, PARK BANK OF FLORIDA, a Florida Corporation, as the collateral assignee of Mortgagee's interest hereby consents to and joins in this Third Amendment to said Master Declaration and subordinates its interest thereto.

Said mortgage and collateral assignment are more fully described in Official Records Book 5851, Page 1715, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and Harold W. Winer as the Senior Vice-President of PARK BANK OF FLORIDA, have hereunto set their hands and seals on this 17th day of May, 1985.

Signed, sealed and delivered in the presence of:

ROBERT P. CRISP, individually and as Trustee

Betty-Jane Lewis
Patricia Thomas

[Signature]

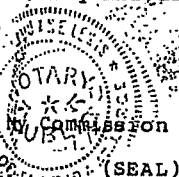
PARK BANK OF FLORIDA, a Florida corporation

Cheri H. Stewart
Donna L. Stepp

By: [Signature]
Senior Vice-President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 20th day of MAY, 1985, by Robert P. Crisp, individually and as Trustee.



Notary Public, State of Florida
My Commission Expires: Feb. 13, 1988
Recorded This Day Feb. 14, 1988, 1988

Betty-Jane Lewis
Notary Public

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15 day of May, 1985, by Harold W. Winer, the Senior Vice-President of PARK BANK OF FLORIDA, a Florida corporation, on behalf of the corporation.

Donna L. Stepp
Notary Public

My Commission Expires:

(SEAL)

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

This instrument prepared by:
ROBERT W. HENDRICKSON, III
Attorney at law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

86073308

FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU

O.R. 6202 PAGE 554

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PLACIDO BAYOU (the "Fourth Amendment") is made this 3rd day of March, 1986, by Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (collectively the "Developer").

Recitals

14 14792202 72 1. 884LS
44 21.00
TOTAL 21.00 CHW

A. Developer has previously executed that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration"), and caused said document to be recorded in Official Records Book 5848, commencing at page 1477, of the Public Records of Pinellas County, Florida.

B. The Master Declaration has previously been amended by that certain First Amendment recorded in Official Records Book 5851, commencing at page 1709, by that certain Second Amendment recorded in Official Records Book 5865, commencing at page 1978, and by that certain Third Amendment recorded in Official Records Book 5995, commencing at page 2039, all of the Public Records of Pinellas County, Florida.

C. Article IX, Section 7, of the Master Declaration restricts the rights of Condominium Unit owners and Dwelling Unit owners to raise, breed and keep animals in Placido Bayou.

D. By inadvertent misstatement and omission, Article IX, Section 7, fails to distinguish between the interests of Condominium Unit owners and Dwelling Unit owners.

E. Article XII, Section 4, gives Developer the right to amend the Master Declaration to correct inadvertent misstatement and omissions.

NOW, THEREFORE, Developer hereby amends the Master Declaration in the following manner:

1. Article IX, Section 7, is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

"Section 7. Animals. No animals of any kind shall be raised, bred or kept on any Lot or in any Unit, except as follows:

(a) Dogs, cats and other household pets may be kept, subject to the limitations of this Section, except that no animals may be commercially bred or raised for sale.

(b) No household pets exceeding forty (40) pounds may be kept in a Condominium Unit.

(c) Owners of Condominium Units may keep only one (1) household pet in each Condominium Unit, except that resulting litters may be kept for up to eight (8) weeks after birth. Notwithstanding the foregoing, an Owner purchasing a Condominium Unit directly from Developer shall have the right to move in with two (2) household pets and to such two (2) pets in his Condominium Unit; provided that in the event of

01 Cash 11 Chg
40 Rec 21.00
41 DS
43 Int

Tot

21.00

APR 8 4 27 PM '86
CLERK OF COURT CLERK

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 8, pages 2 through 5, inclusive.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

the death or permanent removal from the Condominium Unit for any reason of one or both of such pets, such Owner's rights shall be limited to the keeping of one (1) household pet as hereinabove provided.

(d) Owners of Units other than Condominium Units may keep two (2) household pets in each Unit, without limitation as to weight."

2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions set forth in the Master Declaration, and all exhibits thereto, shall remain in full force and effect and unchanged except as amended by this Fourth Amendment or the previous three amendments described in the Recitals.

IN WITNESS WHEREOF, LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida Corporation, and ROBERT P. CRISP doing business as PLACIDO BAYOU JOINT VENTURE, a Florida Joint Venture, have hereunto set their hand and seal on the day and year first above written.

Virginia J. Doque

Lloyd E. Williams, Jr.

LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou Joint Venture

Robert P. Crisp

(As to Lloyd E. Williams, Jr.)

Robert P. Crisp

J.K. FINANCIAL CORPORATION, a Florida corporation, a venture partner in Placido Bayou Joint Venture

By: *Robert P. Crisp*
President

(CORPORATE SEAL)

J. K. Financial Corporation

(As to J.K. Financial Corporation)

Patricia Thomas

Robert P. Crisp

ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture

Robert P. Crisp

(As to Robert P. Crisp)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27 day of February, 1986, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Patricia Thomas
Notary Public

(SEAL)
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 26, 1987
Bonded Through Trust Insurance, Inc.
2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 3rd day of March, 1986, by John F. Kennedy, the President
of J.F. FINANCIAL CORPORATION, a Florida corporation, as a
venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint
venture.

Paul G. Hurd
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires AUG. 19, 1987

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 27 day of February, 1986, by ROBERT P. CRISP, as
a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint
venture.

Patricia Thomas
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires March 26, 1987
Bounded Three True Tals - Insurance, Inc.

JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou hereby consents to and joins in this Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou and subordinates all of its instruments of security including its mortgage interest to the Master Declaration, as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Master Declaration recorded in Official Records Book 5851, Page 1713, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America has hereunto set its hand and seal this 19th day of March, 1986.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation organized
and existing under the
laws of the United States
of America

Debra C. Bullington
Anna J. Jure

By: Robert L. Heinichon
Its Senior Vice President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by Robert L. Heinichon, Senior Vice President of HOME FEDERAL BANK, F.S.B., on behalf of the corporation.

Debra C. Bullington
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires DEC. 15, 1989

(Notary Seal)

JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The mortgagee, ROBERT P. CRISP, individually and as Trustee, as holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou hereby consents to and joins in this Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou and subordinates his mortgage interest to said Master Declaration as so amended. Similarly, the Federal Deposit Insurance Corporation as successor to PARK BANK OF FLORIDA, a Florida corporation, the collateral assignee of Mortgagee's interest, hereby consents to and joins in this Fourth Amendment to said Master Declaration and subordinates its interest thereto.

Said mortgage and collateral assignment are more fully described in Official Records Book 5851, Page 1715, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and JIMMY R. CALDWELL as the Assistant Liquidator in Charge of the Federal Deposit Insurance Corporation, have hereunto set their hands and seals on this 17TH day of March, 1986.

Signed, sealed and delivered in the presence of:

ROBERT P. CRISP, Individually and as Trustee

Betty Jane Lewis

[Signature]

FEDERAL DEPOSIT INSURANCE CORPORATION

Allan H. Overton
July H. Haskins

By: JIMMY R. CALDWELL
Assistant Liquidator In Charge

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4TH day of March, 1986, by Robert P. Crisp, individually and as Trustee.

My Commission Expires: 2-13-90

Notary Public, State of Florida
My Commission Expires Feb. 13, 1990
Revised Three Year Rule - Insurance Inc.

Betty Jane Lewis
NOTARY PUBLIC

(Notary Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17TH day of March, 1986, by JIMMY R. CALDWELL, the Assistant Liquidator in Charge of the Federal Deposit Insurance Corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 2, 1987
Revised Three Year Rule - Insurance Inc.

[Signature]
NOTARY PUBLIC

(Notary Public)

FIFTH AMENDMENT TO MASTER DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PLACIDO BAYOU

(Designating Neighborhood C-1)

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENT FOR PLACIDO BAYOU (the "Fifth Amendment") is made this 130 day of April, 1988, by FASHION CRAFT HOMES NO. 1, a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. Pursuant to the provisions of Article XII, Section 4(b) of the Master Declaration, the Developer desires to amend the Master Declaration to accommodate an alternate plan for development of a portion of the Real Property by creating an additional Neighborhood within Tract 3 to be known as Neighborhood C-1.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.
2. Neighborhood C-1, to be known as Cluster Homes II, a condominium, is hereby created upon that portion of Tract 3, Placido Bayou Unit 1, as recorded in Plat Book 88, Pages 2 through 5 inclusive, Public Records of Pinellas County, Florida, more specifically described on Exhibit "A" hereto.
3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

Barbara R. Cecil

FASHION CRAFT HOMES, INC., a Florida corporation
By: Walter I. Larson, its President



This instrument is subject to the provisions of the Florida

100 South ...
St. Petersburg, Florida 33701

PLCDONC-1

Order: 5524
Address: 5524 ...
Order Date: 04-01-2021
Document not for resale

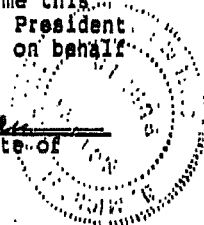
STATE OF FLORIDA
COUNTY OF PINELLAS

13th The foregoing instrument was acknowledged before me this
day of April, 1988, by WALTER I. LARSON, as President
of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf
of the corporation.

My Commission Expires:

My

W. Michael Spear
Notary Public - State of
Florida



Attachments:

Exhibit "A" - Description of Neighborhood C-1 (Cluster Homes II)

LEGAL DESCRIPTION

That portion of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 - 5 inclusive, Public Records of Pinellas County, Florida, and being further described as follows:

From the Northeast corner of said Tract 3 for a Point of Beginning; thence along the Easterly boundary thereof by the following four (4) courses:

1. S.01°20'00"E., 307.58 feet;
2. S.88°40'00"W., 18.38 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 70.00 feet, Arc 109.95 feet, Chord S.43°39'59"W., 98.99 feet;
4. S.01°20'00"E., 161.21 feet to a point of curve;

thence continue along the Southerly boundary of said tract by the following seven (7) courses:

1. along the arc of a curve to the Right, Radius 25.00 feet, Arc 39.27 feet, Chord S.43°40'00"W., 35.36 feet to a Point of Tangency;
2. S.88°40'00"W., 100.26 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 15.00 feet, Arc 12.28 feet, Chord S.65°13'09"W., 11.94 feet to a Point of Reverse Curve;
4. along the arc of a curve to the Right, Radius 15.00 feet, Arc 12.28 feet, Chord S.65°13'09"W., 11.94 feet to a Point of Tangency;
5. S.88°40'00"W., 78.00 feet to a Point of Curve;
6. along the arc of a curve to the Right, Radius 15.00 feet, Arc 23.56 feet, Chord N.46°20'00"W., 21.21 feet to a Point of Tangency;
7. N.01°20'00"W., 11.08 feet;

thence continue N.01°20'00"W., 97.51 feet; thence N.61°27'07"W., 20.59 feet; thence N.28°32'53"E., 16.00 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 5.00 feet, Arc 7.85 feet, Chord N.16°27'07"W., 7.67 feet to a Point of Tangency; thence N.61°27'07"W., 65.84 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 20.00 feet, Arc 19.36 feet, Chord N.89°10'49"W., 18.61 feet to a Point of Cusp; thence N.63°05'30"E., 6.58 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 120.00 feet, Arc 72.35 feet, Chord N.45°49'11"E., 71.26 feet to a Point of Tangency; thence N.28°32'53"E., 59.20 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 7.85 feet, Chord N.73°32'53"E., 7.07 feet to a Point of Tangency; thence S.61°27'07"E., 16.00 feet; thence N.28°32'53"E., 72.00 feet; thence N.61°27'07"W., 14.93 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 10.60 feet, Chord N.00°42'30"W., 8.72 feet to a Point of Reverse Curve; thence along the arc of a curve to the Left, Radius 40.00 feet, Arc 56.75 feet, Chord N.19°21'44"E., 52.14 feet to a Point of Cusp; thence along the arc of a curve to the Left, Radius 10.00 feet, Arc 12.22 feet, Chord S.56°19'18"E., 11.47 feet to a Point of Tangency; thence N.88°40'00"E., 49.29 feet; thence N.25°18'14"E., 173.97 feet to a point on the Northerly line of the aforesaid Tract 3; thence along said line by the following two (2) courses:

1. along the arc of a curve to the Right, Concave to the South, Radius 200.00 feet, Arc 70.94 feet, Chord N.78°30'18"E., 70.57 feet to a Point of Tangency;
2. N.88°40'00"E., 60.00 feet

to the aforementioned Point of Beginning.

EXHIBIT "A"

SIXTH AMENDMENT TO MASTER DECLARATIONOFCOVENANTS, RESTRICTIONS AND EASEMENTSFORPLACIDO BAYOU

18:20:20

\$10.50

\$10.50

\$10.50

\$0.00

THIS SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU (the "Sixth Amendment") is made this 13th day of April, 1988, by FASHION CRAFT HOMES NO. 1, a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. By inadvertent omission the Master Declaration fails to address the possibility of multiple Lots being consolidated for the purpose of constructing one Dwelling Unit on more than one Lot.

D. Pursuant to the provisions of Article XII, Section 4 of the Master Declaration, the Developer desires to amend the Master Declaration to accommodate the consolidation of Lots for the construction of one Dwelling Unit as an alternate plan for development of a portion of the Real Property, to correct the inadvertent omission and to resolve or clarify any ambiguity or conflict in the Master Declaration pertaining thereto.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.

2. The following is hereby added to the Master Declaration as Article XIV:

ARTICLE XIVCONSOLIDATION OF LOTS

Notwithstanding anything to the contrary in this Master Declaration, or in the Articles or the Bylaws, in the event multiple Lots, or portions thereof are consolidated under common ownership for the construction of one residential dwelling, the multiple Lots or portions thereof so consolidated and the residential dwelling constructed thereon shall be treated as one Dwelling Unit, Unit, Lot or Assessment Unit for all purposes including but not limited to Assessments by the Community Association or Voting Rights under the Master Declaration, the Articles and Bylaws so long as said Lots or portions thereof remains so consolidated.

PLCDOSA

This is true and correct to my knowledge.
 100
 701

Order: 5B-110
 Address: 554 Andorra Cir NE
 Order Date: 04-01-2021
 Document not for resale

3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

D. Michael Spina
Barbara A. Cray

FASHION CRAFT HOMES, NO. 1,
INC., a Florida corporation

By: Walter I. Larson
Walter I. Larson, as its
President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of April, 1988, by WALTER I. LARSON, as President of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

I am Notary Public for the State of Florida
My Commission Expires: 1991
Notary Public - State of Florida

D. Michael Spina
Notary Public - State of
Florida

INST # 95-145636
JUN 16, 1995 5:18PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9023 PG 69

SEVENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR PLACIDO BAYOU

THIS SEVENTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU (the "Seventh Amendment") is made this 15th day of May, 1995, by Larson Communities - Placido Bayou, Inc., formerly known as L & J Land Development, Inc. ("L & J"), a Florida corporation, joined by Fashion Craft Homes No. 1, Inc., a Florida corporation, as Developer (the "Developer"):

RECITALS

Chg 760
RECORDING 28.50
A. September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as Developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477, et seq., Public Records of Pinellas County, Florida, to provide a uniform plan of development for the property described in Exhibit "A" to the Master Declaration (the "Real Property"), and

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to Fashion Craft Homes No. 1, Inc., a Florida corporation ("Fashion Craft") by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida, and

C. On or about May 24, 1989, Fashion Craft joined by L & C Partnership, Ltd., a Florida limited partnership partially assigned its rights under the Master Declaration to Barnett Bank of Pinellas County, a Florida banking corporation by that certain Partial Assignment of Developer's Rights recorded in O.R. Book 7012, at Page 1888, Public Records of Pinellas County, Florida, and

D. On or about March 15, 1990, Barnett partially assigned its rights under the Master Declaration to Placido Bayou, Inc., a Florida corporation ("Placido Bayou") by that certain Partial Assignment of Developer's Rights recorded in O.R. Book 7239, at Page 206, Public Records of Pinellas County, Florida, and

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

PLATS PERTAINING HERETO
ARE RECORDED IN
PLAT BOOK 88,
PAGES 2 THRU 5, OFFICIAL
RECORDS OF PINELLAS
COUNTY, FLORIDA

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

E. On or about August 22, 1990, Placido Bayou partially assigned its rights under the Master Declaration to Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., a Florida corporation ("L & J") by that certain Partial Assignment of Development Rights recorded in O.R. Book 7362, Page 258, Public Records of Pinellas County, Florida, and

F. On or about October 8, 1990, L & J partially assigned its rights under the Master Declaration back to Fashion Craft by that certain Partial Assignment of Development Rights recorded in O.R. Book 7398, Page 271, Public Records of Pinellas County, Florida, and

G. On or about December 20, 1991, Placido Bayou assigned the remainder of its rights under the Master Declaration to L & J by that certain Assignment of Development Rights recorded in O.R. Book 7766, Page 1197, Public Records of Pinellas County, Florida, and

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing Recitals are true and correct.
2. That through omission, the Declaration failed to address erosion of the shorelines.
3. That Article II, Section 4(e) of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou is amended as follows:

(e) Lakes shall be kept and maintained as water areas together with any adjacent shoreline and subject to accretion, erosion, reliction and other natural ~~mines~~ changes, in an ecologically sound condition and in compliance with all applicable governmental requirements. Any loss of shoreline due to erosion, which is the natural result of water environment is not the responsibility of the Developer or the Community Association for mitigation, repair or replacement. Lakes are reserved for the use and enjoyment of the Owners and occupants of Placido Bayou and their invitees, and are not available for the public. No boats with motors shall be permitted within any Lake, however, sailing and swimming shall be permitted. Docks, boat ramps, boat slips and other marina improvements may be constructed only upon the prior written authority of Developer for so long as Developer owns any portion of the Community Properties and, thereafter, of the Community Association, which authority may be withheld in the sole discretion of either. Neither Developer, the Community Association, the Neighborhood Associations nor any combination thereof shall be obligated to provide supervisory personnel, including without limitation, lifeguards, for any Lake. Any individual using a Lake for any purpose shall do so at his own risk and shall hold Developer, the Community Association, the Neighborhood Associations, the Members thereof and all of them harmless from any claim or loss arising from such use.

4. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou has been signed by the Developer the day and year first above written.


FASHION CRAFT HOMES NO. 1, INC.

(CORPORATE SEAL)

By: 

Walter I. Larson, President

ATTEST:


_____, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this day of May, 1995 by Walter I. Larson and Warren J. Pagan, President and Secretary, respectively, of Fashion Craft Homes No. 1, Inc., who are personally known to me or who have produced _____ as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Seventh Amendment to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

LARSON COMMUNITIES - PLACIDO
BAYOU, INC. f/k/a L & J LAND
DEVELOPMENT, INC.

(CORPORATE SEAL)

By: 

Jeffrey C. Larson, President

ATTEST:


_____, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

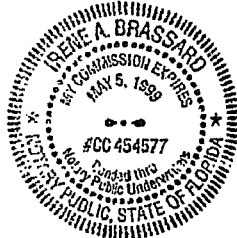
PINELLAS COUNTY FLA.
OFF.REC.BK 9023 PG 72

The foregoing instrument was acknowledged before me this
15 day of May, 1995 by Jeffrey C. Larson and
Warren J. Papin, President and Secretary, respectively, of
Larson Communities - Placido Bayou, Inc. f/k/a L & J Land
Development, Inc., who are personally known to me or who have
produced as
identification, who did (did not) take an oath under the laws of
the State of Florida, who executed the foregoing Seventh Amendment
to Master Declaration of Covenants, Restrictions and Easements for
Placido Bayou, and severally acknowledged the execution thereof to
be their free act and deed as such officers, for the uses and
purposes therein mentioned, and that they affixed thereto the
official seal of said corporation, and the said instrument is the
act and deed of said corporation.

Irene A. Brassard (SEAL)
Notary Public
State of Florida at Large

Irene A. Brassard
Print or Type Notary Signature

Commission Number _____



CODING: The full text to be amended is stated: New words to be
inserted are double-underlined, ~~words to be deleted are lined~~
~~through with hyphens.~~

JOINDER OF FASHION CRAFT HOMES NO. 1, INC.

WHEREAS, on April 18, 1995, a Cancellation, Vacation and Termination of Limited Public Parking Easement was recorded in Pinellas County O.R. Book 8967, Page 1665, of the Official Records of Pinellas County, Florida, and

WHEREAS, Fashion Craft Homes No. 1, Inc. has or may have rights or interests as the "Developer" as defined in the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477, et seq., Public Records of Pinellas County, Florida, as amended from time to time, Fashion Craft Homes No. 1, Inc., a Florida corporation hereby joins in, on, and consents to the Cancellation, Vacation and Termination of the Limited Parking Easement.

IN WITNESS WHEREOF, this Joinder of Developer has been signed this 18th day of May, 1995 by FASHION CRAFT HOMES NO. 1, INC.

FASHION CRAFT HOMES NO. 1, INC.

(CORPORATE SEAL)

By: [Signature]

Walter I. Larson, President

ATTEST:

Warren J. Papin
, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of May, 1995 by Walter I. Larson and Warren J. Papin, President and Secretary, respectively, of Fashion Craft Homes No. 1, Inc., who are personally known to me or who have produced as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Joinder of Fashion Craft Homes No. 1, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers,

for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Irene A. Brassard (SEAL)
Notary Public
State of Florida at Large

Irene A. Brassard
Print or Type Notary Signature

Commission Number



30043125 593 06-16-1993 16:57:53
11 3010 - 00000760
66R-PLACID0 BAYOU
RECORDING 1 \$28.50
TOTAL: \$28.50
CHARGE AMOUNT: \$28.50

88270947

OR 5868PG1148

KARLEEN F. DE BLAKER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.

88 NOV -2 PM 12:44

CERTIFICATE OF AMENDMENT

TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF

PLACIDO BAYOU

15049136 RNW 11-02-88

12:20:40

01
RECORDING

1

\$10.50

WE HEREBY CERTIFY THAT the attached amendment TOTAL: the Declaration of Covenants, Restrictions and EASEMENTS for Placido Bayou, as described in Book 5848 at Page 147, of the Official Records of Pinellas County, Florida was duly adopted in the manner provided in Article XI of the Declaration.

\$10.50

\$10.50

\$0.00

IN WITNESS WHEREOF, we have affixed our hands this 27th day of October, 1988, at Pinellas County, Florida.

FASHION CRAFT HOMES, NO. II, INC.
(SEAL)

Witnesses:

W R Cook

By:

Walter Larson
WALTER LARSON, PresidentC Heather McGrady

Attest:

J H Moore III
JACK MOORE, Secretary

STATE OF FLORIDA)

SS

COUNTY OF PINELLAS)

On this 27th day of October, 1988, personally appeared WALTER LARSON, President, and J H Moore III, Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Mildred E. LeDuc
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 20, 1992

RETURN TO:

LAW OFFICES 5BZ4F J223
BECKER, POLIAKOFF & STREITFELD, P.A., BARNETT BANK PLAZA, 1150 CLEVELAND STREET, SUITE 420 • CLEARWATER, FLORIDA 34615-6933
TELEPHONE (813) 443-3781

Order Date: 04-01-2021

Document not for resale

ADOPTED AMENDMENT TO MASTER DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
PLACIDO BAYOU

Additions indicated by underlining.
Deletions indicated by striking through.

ARTICLE VI - BUDGET AND ASSESSMENTS

Section 3. Fractional Shares.

(a) ~~Initially,~~ The owners of each Assessment Unit, as such term is hereinafter described in this Section, shall be liable to the Community Association for a ~~1/222~~ 1/261 share of the operating Expenses (the "Fractional Share") excepting those operating Expenses allocable to the Limited Community Properties, if any. The Fractional Share shall be recomputed by the Board each year at the time the annual budget for the succeeding year is adopted so that the numerator shall remain one (1) and the denominator shall be the aggregate sum of the Assessment Units, which Assessment Units are described as follows: ~~following (the "Assessment Units")~~

ARTICLE IX - PERMITTED AND PROHIBITED USES

Section 4. Parking.

The parking and storage of automobiles and other motor vehicles shall be limited to the driveways and garages of Dwelling Units, parking garages, parking lots, and other paved surfaces designated by Developer or the Community Association for such purposes. The parking spaces provided in the Island area on Moreno Circle, Florenz Circle, Padua Circle, Avila Circle and Genoa Circle are for the primary use of visitors to the residents living in these areas. They are not intended for extending parking of the residents on those circles, nor other residents of Placido Bayou. All parking areas within a Neighborhood are restricted for the use of the residents of that Neighborhood only and their visitors and are not to be used, without prior approval of the Board, by residents of other Neighborhoods. (Balance of language in provision is unaffected).

Section 7. Animals.

Note: The following language is hereby added to the currently existing language in this provision: The animal control code of the City of St. Petersburg is applicable to Placido Bayou. Dogs must be kept on a leash at all times except when under voice control of the Owner thereof and within the limits of the Owner's Property.

INST # 94-352068
DEC 29, 1994 12:25PM

FOR CLERK'S USE ONLY

✓
EW
Prepared By and Return To:
Bennett L. Rabin, Esquire
Becker & Poliakoff, P.A.
5999 Central Avenue, Suite 104
St. Petersburg, FL 33710

PINELLAS COUNTY FLA.
OFF. REC. BK 8877 PG 2059

RECORDING
REC 2280
DS
INT
PRES
MTT
PNC
REV
TOTAL 2280

**CERTIFICATE OF AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS FOR PLACIDO BAYOU**

WE HEREBY CERTIFY THAT the attached amendments to the Master Declaration of Covenants, Restrictions, and Easements of Placido Bayou, as described in Book 8848 at Page 1477 and Condominium Plat Book 88, Page 2, of the Official Records of Pinellas County, Florida, were duly approved by the developer, FASHION CRAFT HOMES NO. 1, INC., as required by said Declaration under Article XII, Section 4.

IN WITNESS WHEREOF, we have affixed our hands this 21 day of December, 1994, at Pinellas County, Florida.

FASHION CRAFT HOMES NO. 1, INC.

Witnesses As To Both:

James A. Branson
Print Name: James A. Branson

(SEAL)
By: [Signature]
Walter Larson, President

Louise F. Perulski
Print Name: Louise F. Perulski

Attest: [Signature]
Jeffrey Larson, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21 day of December, 1994, by Walter Larson, President and Jeffrey Larson, Secretary of Fashion Craft Homes No. 1, Inc.,

FOR CLERK'S USE ONLY

PINELLAS COUNTY FLA.
OFF.REC.BK 8877 PG 2060

a Florida corporation, on behalf of the corporation. They are personally known to me or have produced and _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Irène A. Brassard
Signature of Person Taking
Acknowledgment

IRÈNE A. BRASSARD
Notary Public, State of Florida
My Comm. Expires May 5, 1986
No. CC106222

Name Typed, Printed or Stamped

Title or Rank

Serial Number, If Any

60996544	BJW	12-29-1994	11:47:00
01	CTF-FABRICATION	CHRY	
RECORDING		1	033.00
	TITLE:		033.00
CHECK ANT. TENDERED:			033.00
CHANGE:			0.00

FOR CLERK'S USE ONLY

PINELLAS COUNTY FLA.
OFF.REC.BK 8877 PG 2061

ADOPTED ADDITION TO THE
MASTER DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS FOR PLACIDO BAYOU

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

The following language is added to Article IX, Section 4 of the Declaration. No existing language is affected.

The effective date of this provision shall be January 1, 1995. After that date, only passenger vehicles and light pick-up trucks which are used for the private non-commercial use of the owners thereof shall be permitted to be parked on the Community properties.

Passenger Vans that do not exceed the size of one parking space may be parked only in the areas provided for that purpose. Trucks, boats, trailers, motor homes, mobile homes, and commercial vehicles shall not be parked on the Community properties. The following definitions shall apply for purposes of this Section:

1. "Passenger Vehicles" means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans which do not exceed eighteen (18) feet in length. It also means certain enclosed utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover, and similar vehicles, provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding off-road tires, roll bars, and similar apparatus unrelated to conventional passenger use of the vehicle.
2. "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.
3. "Bus" means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus, for transport of a greater number of passengers or goods than automobiles are customarily manufactured, designed, marketed or used to carry, but excluding vehicles manufactured, designed or marketed as passenger, cargo or like vans.

FOR CLERK'S USE ONLY

PINELLAS COUNTY FLA.
OFF.REC.BK 8877 PG 2062

4. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.
5. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, or otherwise indicates a commercial use.
6. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.
7. "Motor Homes" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.
8. "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.
9. "Trucks" of whatever nature (except light pick-up trucks hereafter defined) shall be prohibited from parking on the Community properties. This term is intended to mean and be defined as any vehicle with a bed, whether exposed to the elements or covered by a top, (as an after-market device) which is designed, manufactured, marketed or sold primarily for the purpose of carrying cargo rather than passengers.
10. "Light Pick-up Trucks" means vehicles with less than a one-half (1/2) ton rated weight carrying capacity, and which do not exceed eighteen (18) feet in length, which is used solely as a passenger vehicle and not as a "commercial vehicle", as that term is defined above. Pick-up trucks, or other trucks not contemplated by this section, are specifically prohibited.

FOR CLERK'S USE ONLY

PINELLAS COUNTY FLA.
OFF. REC. BK 8877 PG 2063

11. "Vans" means vehicles with less than a one-half (1/2) ton rated weight-carrying capacity which is used solely as a passenger vehicle and not as a "commercial vehicle," as that term is defined elsewhere in this rule. This rule is intended to specifically permit the parking of passenger vans currently marketed under the following manufacturers' name plates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Aerostar and all other vehicles of similar design and which are within 5' of the height, width and length of such vehicles. Vehicles marketed as "Jeeps," such as Ford Broncos, Chevrolet Blazers, Jeep Wagoneers and the like are permitted, if a production model, as deliverable from an authorized manufacturer's dealer of the product and are not modified. For purposes of clarification and not of limitation, this provision shall be interpreted as allowing such vehicles which may contain any of the options afforded by the manufacturer and available through the dealer.

Bicycles and mopeds shall be parked only in such areas as may be designated for that purpose. Motorcycles may only be operated for ingress and egress and shall have a quiet muffler. No noisy "dirt bikes" may be operated.

Vehicle maintenance may not be performed on the Community properties. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, changing of tires, engine maintenance or repair, or body maintenance or repair. Cleaning the interior or exterior of the vehicle may be done only in the area designated as "Car Wash."

The Board of Directors has found, based upon an examination of the facts, that certain vehicles which are parked on the Community properties discharge more automotive fluids, such as oil, grease, lubricants, coolants and other such products in an excessive fashion. In light of the extreme damage done to the asphalt within the Community, the Board hereby prohibits vehicles of any nature or type which discharge any of such fluids in an amount which the Board or its agent determines to be harmful to the asphalt. Where such vehicles are found to exist on the Community properties, the owner of the vehicle shall be notified of a violation of this provision and be given a period of time not to exceed ten (10) days to remedy the problem. Should the problem persist, the Board shall have the authority to tow the vehicle as described elsewhere herein.

FOR CLERK'S USE ONLY

PINELLAS COUNTY FLA.
OFF.REC.BK 8877 PG 2064

No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the state of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven consecutive days shall be presumed to be unable to operate on its own power. Any member of the Board who has reasonable cause to believe that a vehicle is unable to operate on its own power shall notify the Board, or any of the Board's agents, who shall either affix a sticker thereto notifying the owner thereof of the intent of the Association to tow the vehicle or send a certified mail letter, return receipt requested, with notice contained therein notifying the owner of the vehicle that is considered to be in violation of the Community rules and regulations. The owner of the vehicle shall have twenty-four (24) hours from the date and time stated on the sticker or contained in the letter to respond to the Association and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Association, the vehicle may be towed at the owner's expense.

ANY VEHICLE VIOLATING ANY PROVISION OF THIS SECTION SHALL BE TOWED AT THE OWNER'S EXPENSE. THE METHOD OF TOWING SUCH VEHICLES SHALL BE SIMILAR TO THE METHOD DESCRIBED ABOVE.

Each owner shall be responsible to assure that his tenants comply with all rules and regulations of the Community and violations by tenants of an owner shall subject the owner to the same liability, including fines, as if the owner had committed the infraction of the rules himself.

Commencing with the effective date of this rule all vehicles belonging to residents must be registered with the Association. A Placido Bayou decal will be issued to affix to the lower left hand side of the vehicle windshield. Vehicles currently registered and bearing a current Placido Bayou Decal need not be re-registered. Registration shall be accomplished by personal appearance at the Association office, between the hours of 8:00 A.M. and 11:30 A.M. and 1:00 P.M. and 4:30 P.M., Monday through Friday. The owner of the vehicle shall be required to bring the vehicle registration, or a copy, to obtain a decal. The home address listed on the registration documents must be a Placido Bayou address. Registration may also be accomplished by mail by sending a copy of the registration and a self addressed, stamped envelope, to the

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

FOR CLERK'S USE ONLY

PINELLAS COUNTY FLA.
OFF.REC.BK 8877 PG 2065

Placido Bayou Community Association, 4691 Laurel Oak Lane, NE, St. Petersburg, FL 33703. Any vehicle not so registered with the Association within thirty (30) days from the effective date of this rule and not displaying a proper decal may be towed, regardless of whether that vehicle may be otherwise permitted as described herein. Only owners and approved tenants may register vehicles with the Association. Guests may obtain temporary passes from the Security Officer on duty at the time of arrival. Any vehicle not registered within one week from the inception of its presence on the Community properties may be towed in the manner described above. Vehicles belonging to guests may be parked on the Community and private properties for the period of time indicated on their passes. If a stay is extended past the original date assigned, a new pass must be obtained.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

**AMENDMENT TO MASTER DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU**

THIS AMENDMENT is made this 30th day of September, 1995 by Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., a Florida corporation (hereinafter referred to as "Developer") as the successor developer and assignee of developer's rights for that subdivision known as Placido Bayou, in St. Petersburg, Pinellas County, Florida and

WHEREAS, on September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as Developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477, et seq., Public Records of Pinellas County, Florida, to provide a uniform plan of development for the property described in Exhibit "A" to the Master Declaration (the "Real Property"), and

A. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to Fashion Craft Homes No. 1, Inc., a Florida corporation ("Fashion Craft") by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida, and

B. On or about May 24, 1989, Fashion Craft joined by L & C Partnership, Ltd., a Florida limited partnership partially assigned its rights under the Master Declaration to Barnett Bank of Pinellas County, a Florida banking corporation by that certain Partial Assignment of Developer's Rights recorded in O.R. Book 7012, at Page 1888, Public Records of Pinellas County, Florida, and

C. On or about March 15, 1990, Barnett partially assigned its rights under the Master Declaration to Placido Bayou, Inc., a Florida corporation ("Placido Bayou") by that certain Partial Assignment of Developer's Rights recorded in O.R. Book 7239, at Page 206, Public Records of Pinellas County, Florida, and

D. On or about August 22, 1990, Placido Bayou partially assigned its rights under the Master Declaration to Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., a Florida corporation ("L & J") by that certain Partial Assignment of Development Rights recorded in O.R. Book 7362, Page 258, Public Records of Pinellas County, Florida, and

PREPARED BY AND RETURN TO:
Steven H. Mezer, P.A.
1212 Court Street, Suite B
Clearwater, FL 34616

PLAT PERTAINING TO THIS
DOCUMENT IS RECORDED IN
PLAT BOOK 88, PAGES
2 THROUGH 5, PINELLAS
COUNTY, FLORIDA

Chg 760
DIR RECORDING
REC 33.00
DS
INT
FEES
MTF
P/C
REV
TOTAL 33.00

E. On or about October 8, 1990, L & J partially assigned its rights under the Master Declaration back to Fashion Craft by that certain Partial Assignment of Development Rights recorded in O.R. Book 7398, Page 271, Public Records of Pinellas County, Florida, and

F. On or about December 20, 1991, Placido Bayou assigned the remainder of its rights under the Master Declaration to L & J by that certain Assignment of Development Rights recorded in O.R. Book 7766, Page 1197, Public Records of Pinellas County, Florida, and

WHEREAS, Developer's predecessor caused to be recorded the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou in Official Records Book 5848, Page 1477, et seq., which document was subsequently amended at Official Records Book 5851, Page 1709, Official Records of Pinellas County, Florida, which document was subsequently amended at Official Records Book 5865, Page 1978, Official Records of Pinellas County, Florida, which document was subsequently amended at Official Records Book 5995, Page 2039, Official Records of Pinellas County, Florida, which document was subsequently amended at Official Records Book 6202, Page 554, Official Records of Pinellas County, Florida, and which document was subsequently amended at Official Records Book 6760, Page 943, Official Records of Pinellas County, Florida, which document was subsequently amended at Official Records Book 6760, Page 946, Official Records of Pinellas County, Florida, and

WHEREAS, Placido Bayou Community Association, Inc. is the Community Association recognized by the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou as recorded in O.R. Book 5848, Page 1477, Official Records of Pinellas County, Florida, and

WHEREAS, Developer has reserved the right to amend said Master Declaration in Article XII, Section 4(b) of the Master Declaration, Article V, Subsection 3(j) of the Master Declaration is created to read as follows:

The Community Association has the power to enter into agreements with the City of St. Petersburg or other municipalities or private companies for the purpose of purchasing both domestic and recycled water for resale to condominiums, neighborhood associations, owners and tenants of property located on Placido Bayou and agreements to supply the necessary sewage and drainage systems to remove the water and waste after use. The Community Association may contract with the City of St. Petersburg for the collection and disposal of garbage on a schedule and at a rate determined by the City. The Community Association shall bill the responsible party for these services.

The Community Association has the power to set the rates for the sale of domestic and recycled water as well as the charge for sewage disposal. The rate will be approximately the same as that charged by the City of St. Petersburg for their residential customers. However, the Community Association may increase basic charges to compensate for the loss of unmetered water and the administration of the sale to include, but not limited to, meter reading, billing and collection. The Community Association also has the power to include, as part of the billing system, any additional or related charges imposed by the City such as those levied for the storm water drainage program.

The type and manufacturer of water meters used for individual homes, condominium units, swimming pools, etc., shall be determined by the Community Association. Replacement of faulty meters will be accomplished by the Community Association with the charges billed back to the appropriate neighborhood or condominium association.

The responsibility for the maintenance of the water and sewer supply systems is outlined in the Community Association Master Declaration and in individual condominium and neighborhood master declaration documents.

The Community Association has the power to impose a late payment assessment on any owner or tenant who has not paid his/her water charges prior to or on the date shown on the statement as, "Delinquent After." The late payment assessment amount will be determined by the Board of Directors and shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum.

In the event an owner or tenant has not paid late payment assessments or charges for water, sewage, or garbage services for a period of three months, the account may be forwarded to counsel for collection in the same manner as provided by Article VI herein for the collection of delinquent assessments.

In the event an owner or tenant has not paid the basic water charges for a period of two months, an administrative hearing will be held by the Board of Directors to determine if termination of services is warranted.

The delinquent owner and tenants, if any, will be notified, in writing, by certified, return receipt mail, that they have failed to pay their water charges in a timely fashion, that if they are not paid within ten days from the date of the letter of notification a hearing will be held to determine whether or not to terminate service. The date and time of the hearing, a request that the owner and tenant, if any, be present to answer questions, will be included in the original notification. The letter will also advise that if there are legal, factual, or humanitarian reasons as to why the water charges were not paid, they should be brought to the attention of the Board at the hearing.

After the hearing the Board will notify the owner and tenant, if any, of their decisions within five working days as to the action the Board has determined. If, at any point during this process the water charges and late payment assessments are paid in full, the hearing will be cancelled and the owner and tenant, if any, notified.

The Community Association considers that the contract to supply water is primarily with the individual occupying the dwelling, either owner or tenant. However, in the event that a tenant should vacate during the process leaving unpaid water charges, the owner will also be held liable for payment of the water charges. In the event a tenant vacates without paying water charges, late payment assessments against the owner will be assessed only if the account remains unpaid for sixty days after the tenant vacates.

If water service to the dwelling is terminated due to delinquency, in addition to water charges and late fees, the owner and tenant, if any, will also pay for the cost of terminating and reconnecting the water servicing the dwelling and any administrative or legal fees incurred.

IN WITNESS THEREOF, the Developer, Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., a Florida corporation and the Placido Bayou Community Association, Inc. approves the foregoing Amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, this 20th day of September, 1995.

All other terms and conditions of the Master Declaration not expressly modified or amended shall remain in full force and effect.

50052571 SSS 12-07-1995 12:53:26
11 3010 - 00000760
AGR-PLACIDO BAYOU
RECORDING 1 \$33.00
TOTAL: \$33.00
CHARGE AMOUNT: \$33.00

Signed, sealed and delivered
limited in the presence of:

Irène A. Brassard
(Signature of Witness)

Irène A. Brassard
(Print Name of Witness)

Judy Heinrich
(Signature of Witness)

JUDY HEINCHON
(Print Name of Witness)

L&C PARTNERSHIP, LTD., A Florida
partnership

By Its General Partner

J&W, INC., a Florida corporation

By: *Jeffrey C. Larson*
Jeffrey C. Larson, President

(CORPORATE SEAL)

FASHION CRAFT HOMES NO. 1., INC., a
Florida corporation

By: *Jeffrey C. Larson*
Jeffrey C. Larson, President

(CORPORATE SEAL)

Irène A. Brassard
(Signature of Witness)

Irène A. Brassard
(Print Name of Witness)

Judy Heinrich
(Signature of Witness)

JUDY HEINCHON
(Print Name of Witness)

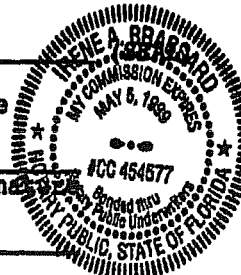
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30th day of September, 1995 by Jeffrey C. Larson and Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., President and Secretary, respectively, of Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., who are personally known to me or who have produced as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Irene A. Braccard
Notary Public
State of Florida at Large

Irene A. Braccard
Print or Type Notary Signature

CC 454577
Commission Number



IN WITNESS THEREOF, Placido Bayou Community Association, Inc. has approved the above Amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, this 30th day of September, 1995.

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.

(CORPORATE SEAL)

By: Warren J. Papin
Warren J. Papin, Vice-President

ATTEST:

Irene A. Braccard
, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

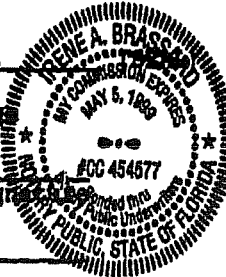
The foregoing instrument was acknowledged before me this
30th day of September, 1995 by Warren J. Papin and
Vice-President and Secretary,
respectively, of PLACIDO BAYOU COMMUNITY ASSOCIATION, INC., who are
personally known to me or who have produced _____

_____ as identification,
who did (did not) take an oath under the laws of the State of
Florida, who executed the foregoing Amendment to the Master
Declaration of Covenants, Restrictions and Easements for Placido
Bayou, and severally acknowledged the execution thereof to be their
free act and deed as such officers, for the uses and purposes
therein mentioned, and that they affixed thereto the official seal
of said corporation, and the said instrument is the act and deed
of said corporation.

Irene A. Brassard
Notary Public
State of Florida at Large

Irene A. Brassard
Print or Type Notary Signature

CC 464577
Commission Number



CODING: The full text to be amended is stated: New words to be
inserted are double underlined, words to be deleted are lined
through with hyphens.

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913
(813) 204-6492
(813) 223-9620 fax

**CERTIFICATE OF AMENDMENT TO THE MASTER DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU**

We, Christopher Patton, as President and Christopher Russick, as Secretary of Placido Bayou Community Association, Inc. do hereby affirm that at the annual meeting of the members of Placido Bayou Community Association, Inc. held on June 17, 2008, the following amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou was approved by the affirmative vote of not less than a majority of all votes entitled to be cast at said meeting of the Association:

I. Article XII, Section 1 of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, as Recorded in O.R. Book 5848, Page 1477 of the Public Records of Pinellas County, Florida, is amended to read as follows:

~~Section 1. Amendment by Members. The power to modify or amend this Master Declaration may be exercised by the Members if notice of the proposed change is given in the notice of the meetings. An amendment may be proposed either by the Board or by at least two (2) Voting Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must be approved by not less than a majority of all votes entitled to be cast. Alternatively, the Master Declaration may be modified or amended without meeting, without prior notice and without vote, if a consent in writing, setting forth the modification or amendment shall be signed by Voting Members representing not less than a majority of all votes.~~

Section 1. Amendment by Members. An amendment to this Master Declaration may be proposed either by the Board or at Least two (2) Voting Members. All Members' votes will be counted as marked, one vote per household. A quorum of at least 50% of eligible ballots, plus one, must be received to constitute a valid vote (i.e. 319 ballots received based on 636 units in Placido Bayou). The resolution adopting a proposed amendment must be approved by 60% of votes cast.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

Certificate of Amendment to the Master
Declaration of Placido Bayou
Page 2

CODING: The full text to be amended is stated: New words to be inserted are double underlined and deleted text is indicated by ~~striking out the text~~.

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.

By: Christopher Patton PBCA PRESIDENT
Christopher Patton, President

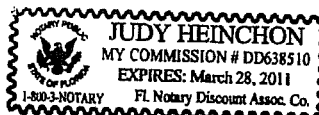
Attest:

[Signature]
Christopher Russick, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 28 day of JULY, 2008, by Christopher Patton, President and Christopher Russick, Secretary, of Placido Bayou Community Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

Judy Heinchon
Notary Public/State of Florida at Large



007196:00000\546840

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

Prepared by and return to:
James R. De Furio, Esquire
James R. De Furio, P.A.
PO Box 172717
Tampa, FL 33672-0717

PINELLAS COUNTY FLORIDA
INST# 2009201548 07/31/2009 at 10:25 AM
OFF REC BK: 16658 PG: 439-440
DocType: RST RECORDING: \$18.50

**CERTIFICATE OF AMENDMENT TO ARTICLE IX, SECTION 4 OF THE MASTER
DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS OF PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Master Declaration of Covenants, Restrictions and Easements of Placido Bayou Community Association, Inc., as recorded in Official Records Book 5848, Page 1477, and amended at Official Records Book 8877, Page 2061, and Official Records Book 6868, Page 1148 et seq. of the Public Records of Pinellas County, Florida, was duly adopted in the manner provided in Article XII, Section 1 of said Declaration as amended at a meeting held on the 16th day of June, 2009. A quorum of the membership was present in person or by proxy. The amendment was approved by more than sixty percent (60%) of the votes cast.

IN WITNESS WHEREOF, we have affixed our hands this 24 day of July, 2009, at Pinellas County, Florida.

WITNESSES

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.

Sign Jack Tyree

Print JACK TYREE

Sign Fran Stifel

Print FRAN STIFEL

By: [Signature]

Print Name: Chris Patton

As: Its President

Secretary [Signature] (Seal)

Print Name of Secretary: Christopher J. Russick

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 24 day of July, 2009, by CHRIS PATTON and CHRISTOPHER J. RUSSICK as President and Secretary respectively of Placido Bayou Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Signature of Notary Public - State of Florida



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021
Document not for resale
HomeWiseDocs

**AMENDMENT TO ARTICLE IX, SECTION 4 OF THE MASTER DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS OF PLACIDO BAYOU
COMMUNITY ASSOCIATION, INC.**

Amendment to Article IX, Section 4, Parking, of the Master Declaration of Covenants, Restrictions and Easements of Placido Bayou Community Association, Inc. recorded at Official Records Book 5848, Page 1477, and amended at Official Records Book 8877, Page 2061, and Official Records Book 6868, Page 1148, all of the Public Records of Pinellas County, Florida.

Additions indicated by underlining

Deletions indicated by ~~striking through~~

Unaffected text by "..."

...

Section 4. Parking. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways and garages of the Dwelling Units, parking garages, parking lots, and other paved surfaces designated by Developer or the Community Association for such purposes. Neighborhood Parking Lots (including Parking Lots in the island areas on Moreno Circle, Florenz Circle, Padua Circle, Avila Circle and Genoa Circle of Neighborhood B) shall be under the exclusive rule making authority and rule enforcement authority of the Neighborhood in which the Parking Lot is located. The Community Association shall not promulgate or enforce rules regulating parking in Neighborhood Parking Lots. The Community Association shall retain the right to enforce the provisions of the Declaration of Covenants, Restrictions and Easements for Placido Bayou pertaining to parking in the Neighborhood Parking Lots. ~~The parking spaces provided in the island area on Moreno Circle, Florenz Circle, Padua Circle, Avila Circle and Genoa Circle are for the primary use of visitors to the residents living in these areas. They are not intended for extending parking of the residents on those circles, nor other residents of Placido Bayou. All parking areas within a Neighborhood are restricted for the use of the residents of that Neighborhood only and their visitors and are not to be used, without prior approval of the Board, by residents of other Neighborhoods.~~ Except for being parked or stored in an enclosed garage, no commercial or recreational vehicle of any variety shall be parked or stored overnight in Placido Bayou unless approved by the DRC. By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans except those types of vans used as an everyday vehicle other than for commercial purposes. The Board is specifically authorized to promulgate additional rules and regulations pertaining to parking, particularly to accommodate parking requirements for tennis tournaments, exhibition matches and related activities conducted at a neighboring tennis facility presently known as The Racquet Club, and the Board is specifically granted by this Master Declaration and the right to enforce this Master Declaration and the rules and regulations of the Board pertaining to parking by the towing of vehicles which are in violation.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

October 18, 2011

This document contains rules and regulations for Placido Bayou Community Association adopted by the (PBCA) Board of Directors and are promulgated for the information and guidance of all residents of Placido Bayou. This document may be modified as determined by the Board under the authority of Article IX, Section 16, of the Master Declaration of Covenants, Easements and Restrictions for Placido Bayou, which gives the Board the authority to establish additional rules as may be deemed to be in the best interest of the community association and the owners. Where the community association has discretion to enforce or not enforce its by-laws, a decision not to do so is a policy decision and is immune from civil action.

The violation procedures described in these rules are not meant or intended to be limiting. The Association reserves the right to employ any and all legal and equitable remedies to enforce these rules and to enforce the other Governing Documents of PBCA.

PBCA RULES & REGULATIONS OUTLINE

INDEX

1. Gate Access
2. Motor Vehicles
3. Pedestrians/Bicycles/Skaters
4. Utilities & Public Works
5. Lawful Conduct & Neighborly Courtesy
6. Pets
7. Trash/Trash Containers Policy
8. Design Review Committee
9. Construction/Contractors
10. Outdoor Storage/Temporary Structures
11. Structural Maintenance
12. Destruction of Unit
13. Air Conditioning and Reflective Materials
14. Flags
15. Holiday Decorations
16. Sports Equipment
17. Clothes and Drying Facilities
18. Landscaping
19. Lakes
20. Commercial Activities
21. Signage
22. Garage Sale Procedures
23. Home Sale/Rental Policies and Procedures
24. Solicitation
25. Policy for Violations

PBCA RULES & REGULATIONS OUTLINE

1. Gate access

1.1. Residents

1.1.1. Entry using Barcode Decal

- 1.1.1.1. Required for entry through the resident lane/gate.
- 1.1.1.2. Residents purchase barcodes from the PBCA management office only.
- 1.1.1.3. Vehicle registration with a Placido Bayou address will be required for each vehicle that will be issued a barcode.
- 1.1.1.4. Renters must bring a lease agreement to the PBCA office in order to be issued a barcode.
- 1.1.1.5. All other instances must be approved by the Board prior to a decal being issued.

1.1.2. NO Barcode Decal/Visitors Lane

- 1.1.2.1. Residents without a barcode must enter using the visitor lane/gate.
- 1.1.2.2. Residents may purchase resident access decals (to be placed on the bottom left corner of windshield) or resident identification tags from the PBCA management office only.
- 1.1.2.3. All residents are required to show a photo identification or resident identification tags/decal to verify residency. If using photo identification, the name shown on the photo identification must match the gatehouse resident list. This requirement includes, but is not limited to, instances where the resident is a passenger of: a vehicle where the driver is not a resident, a taxi, or a rental vehicle, including trucks such as U-Haul.
- 1.1.2.4. Minor children or children without photo identification will be required to give a parent's name, address and phone number or show resident identification tags/decal to verify residency before access will be given.
- 1.1.2.5. Residents using a temporary vehicle may be issued a 30 day or 90 day pass. If a temporary pass is presented a photo identification is not required. Alternatively, the resident may show resident identification tags/decal to verify residency.
- 1.1.2.6. Pedestrian traffic (i.e. walkers, joggers, bicyclists, skaters, etc.) will be required to show either photo identification OR a resident identification tag/decal to verify residency. The name shown on the photo identification must match the gatehouse resident list.
- 1.1.2.7. Motorcycles, scooters, segways, etc. will be required to show either photo identification OR a resident identification tag/decal to verify residency. The name shown on the photo identification must match the gatehouse resident list.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

1.2. Visitors

1.2.1. Includes family, friends, acquaintances and contractors.

1.2.2. Resident Permanent Access List for Visitors

1.2.2.1. Residents may fill out a Resident Permanent Access List for those that frequently visit. The list is available at the PBCA management office or the PBCA website only.

1.2.2.2. Visitors that are listed on the resident's permanent access list will be required to show photo identification before entering the community.

1.2.2.3. A 30 day pass can be issued to anyone on the permanent access list. Visitors with a pass will not be required to show photo identification.

1.2.2.4. A 90 day pass can only be issued with approval by resident. There is no automatic renewal for 90 day passes. Visitors with a pass will not be required to show photo identification.

1.2.3. All Other Visitors

1.2.3.1. Visitors arriving who are not on the permanent access list.

1.2.3.2. Residents must call the gate house to inform the gate house attendant on duty prior to a visitor's arrival.

1.2.3.3. If a resident fails to inform the gate house prior to the visitor's request to gain entry, the gate house attendant will attempt to get authorization via phone call before access will be granted. If the resident cannot be contacted the visitor will be turned around.

1.2.3.4. Announced visitors or those whom the resident has called ahead will not be required to show photo identification.

1.2.4. Visitors cannot authorize entry for other visitors, unless a resident has given prior written approval.

1.3. After Hours Visitor Lane Entry

1.3.1. After hours entry period is between 10 p.m. and 6 a.m.

1.3.2. Residents (either as the driver of the vehicle or as a passenger of the vehicle) will be required to show either photo identification OR a resident identification tag/decal to verify residency. The name shown on the photo identification must match the gatehouse resident list.

1.3.3. For vehicles attempting to gain entry through the visitor lane/gate **without** a resident in the vehicle, one authorized visitor will be required to show photo identification before entering the community.

1.4. Commercial Vehicles

PBCA RULES & REGULATIONS OUTLINE

1.4.1. Access to Commercial vehicles related to commercial work within Placido Bayou is prohibited on Sundays and holidays, and before 7 a.m. or after 7 p.m. (7:30 p.m. daylight savings time). Holidays are defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day. Photo identification will be required before entering the community.

1.4.2. Commercial Work

1.4.2.1. Includes, but is not limited to, such activities as painting, pool cleaning, pest control.

1.4.2.2. Delivery of Christmas Trees will be allowed on Sunday's, from 11 a.m. to 5 p.m., from the day after Thanksgiving thru Christmas Eve.

1.4.2.3. Deliveries allowed at anytime are: newspaper, prescription and medical supplies, food, postal and flower deliveries.

1.4.2.4. Emergency vehicles allowed are: fire, rescue, ambulance, police, residential electricity services, City Services (water/sewer), and contractors responding to emergency situations where immediate attention is necessary. Those are generally limited to: A/C, plumbing, electrical, weather damage, propane gas, cable or telephone problems.

1.5. Speed limit is 10 mph through gates.

1.6. Tailgating is not permitted.

1.7. Vehicles traveling through the resident's access lane have entry priority over vehicles traveling through the visitor's access lane. Gate attendants will only raise the visitor access lane gate arm when all resident access lane vehicles have safely passed through their gate arm and the arm has been lowered.

2. Motor Vehicles

2.1. Speed limits

2.1.1. The speed limit on the Placido Parkway Loop is 25 miles per hour. On all other roads in Placido Bayou the speed limit is 20 miles per hour.

2.2. Prohibited uses of vehicle types on roadways

2.2.1. Placido Bayou has adopted a rule incorporating State of Florida Motor Vehicle laws, which prohibits the operation of motorized vehicles such as scooters or go-peds by an unlicensed operator on roadways within the state of Florida.

2.2.2. Motorcycles may only be operated for ingress and egress, may not disturb the peace of other residents and shall be equipped with a muffler. "Dirt Bikes" may

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

not be operated at any time. Dirt Bikes shall be defined as lightweight motorcycles designed for use on rough surfaces, such as dirt roads or trails.

2.3. Parking

2.3.1. The main purpose of parking restrictions is to give clear, right of way to emergency vehicles.

2.3.1.1. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways and garages of the dwelling units, parking garages, parking lots, and other paved surfaces designated by the community Association for such purposes.

2.3.1.2. No parking between the hours of 12 am and 6 am on any street within Placido Bayou.

2.3.1.3. Parking is not allowed on the Entry/Exit road, the Parkway Loop or Cherry Laurel Drive at anytime.

2.3.2. Rules for the parking areas provided in lots or circles within Neighborhoods are governed by the individual Neighborhoods where the area for parking lies. The Neighborhood has the sole responsibility for enforcement of those rules. The Community Association shall retain the right to enforce the provisions of the Declaration of Covenants, Restrictions and Easements for Placido Bayou pertaining to parking in the Neighborhood Parking areas, as restated in this document.

2.3.3. All Parking areas within a neighborhood are restricted for the use of the residents of that neighborhood only and their visitors and are not to be used by residents of other Neighborhoods without prior approval of the Neighborhood board.

2.3.4. Parking is not permitted on sodded areas at any time.

2.3.5. Commercial vehicles, including moving vans/trucks, may not be parked within Placido Bayou except when providing a service or delivery and then only as long as may be reasonably required to provide that service or delivery.

2.3.6. Commercial vehicles, including moving vans/trucks, and buses may not be parked overnight within Placido Bayou, except within an enclosed garage.

2.3.7. Boats, trailers, campers, motor homes, and mobile homes may not be parked overnight within Placido Bayou.

2.3.8. Bicycles and mopeds shall be parked only in areas designated for that purpose.

PBCA RULES & REGULATIONS OUTLINE

2.4. Vehicle maintenance

- 2.4.1. Vehicle repairs, maintenance, or restoring, with the exception of changing a flat tire, may not be performed on any Community Property. If a tire goes flat on any Community Property, necessary steps to either change the flat tire or have the vehicle towed must be completed within 24 hours of the discovery of the flat tire.
- 2.4.2. The performance of MAJOR repairs, maintenance or restoration to vehicles shall be confined to residential garages only. Major repairs includes, but is not limited to, body work of any kind, painting, draining and changing of oil and other engine fluids, and engine or mechanical maintenance or repair.
- 2.4.3. The performance of MINOR repairs or maintenance is permitted in residential driveways or garages. Minor repairs include routine washing and waxing, checking fluids and tire pressure, changing wiper blades, using jumper cables to start a vehicle, changing a flat tire, adding window washing fluids, adding water or antifreeze to radiator of a vehicle, and adding (but not draining) oil to vehicle providing no oil is spilled or leaked onto the Common Area.
 - 2.4.3.1 While parked in areas other than a garage, vehicles may not remain unattended on lifting devices or materials while minor repairs are done.
- 2.4.4. If repair work needs to be conducted where the type is not listed above and clarification of whether the work is considered major or minor, please contact the PBCA Property Manager prior to the start of the work for direction.

2.5. Vehicle Fluid Discharge

- 2.5.1. Vehicles of any type may not park within Placido Bayou that discharge any automotive fluids, such as oil, grease, lubricants, coolants, and other such products in an excessive fashion where it is determined to be harmful to asphalt, or leaves significant staining on the roads in Placido Bayou.

2.6. Unmovable Vehicle

- 2.6.1. Vehicles which are not currently licensed or vehicles which cannot operate under their own power shall not be permitted in Placido Bayou.
- 2.6.2. Any vehicle that has not been moved from the same spot for seven consecutive days shall be presumed to be unable to operate under its own power.
- 2.6.3. Violation Procedures

PBCA RULES & REGULATIONS OUTLINE

- 2.6.3.1. Any resident that has reasonable cause to believe that a vehicle is unable to operate on its own power shall notify the Board, or any of the Board's agents, who shall either affix a sticker to the vehicle notifying the owner of the intent of the Association to tow the vehicle and send a certified mail letter, return receipt requested, with the notice to the owner of the vehicle that it is considered to be in violation of the Community rules and regulations. Notice by certified mail shall not be required if with reasonable diligence the owner cannot be determined. The owner shall have twenty four (24) hours from the later of the date and time stated on the sticker or the date of the delivery or first attempted delivery of the certified letter to respond to the Association and demonstrate that the vehicle can operate under its own power. If the owner cannot so demonstrate or if the owner does not contact the Association, the vehicle will be towed at the owner's expense.
- 2.7. Vehicles must yield to pedestrians at all cross walks.
- 2.8. Vehicles must yield the right of way to emergency vehicles.
- 2.9. Observance of state and local traffic laws.
- 2.10. A complete stop must be made at all Stop signs.
- 2.11. Visitors must obey all of the above rules; violation will be the responsibility of the homeowner whom the violator is visiting.

3. Pedestrians/Bicycles/Skaters

- 3.1. When using the street, users must stay close to the right hand side of the traffic flow. Do not ride or skate against traffic flow.
- 3.2. Users must yield the right of way to vehicles except when using cross walks.

4. Utilities & Public Works

- 4.1. Water, sewer & trash
 - 4.1.1. Procedures – PBCA bills each single family home for water, trash, sewer, and City of St Petersburg provided flood control services.
 - 4.1.2. Payment – Water bills are mailed to residents to be received by the 1st of each month, are due upon receipt, and delinquent if not paid by the 10th of the month.
 - 4.1.3. Violation Procedures
 - 4.1.3.1. A \$20.00 late fee is assessed if payment is not received by the 10th. Responsibility of charges remains the owner's liability even if rented.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

- 4.1.3.2. If bill goes unpaid after a period of two months, Hearing of the Board to determine if termination of services is warranted.
- 4.2. Reclaimed Water – Owners are to follow City, County & State ordinances.
- 5. **Lawful Conduct & Neighborly Courtesy**
 - 5.1. No unlawful or immoral use shall be made of any property within Placido Bayou.
 - 5.2. No noxious or offensive trade or activity is permitted within Placido Bayou.
 - 5.3. Noise policy - Observance of state and local laws.
 - 5.4. Party policy & Procedures - Observance of state and local laws.
- 6. **Pets**
 - 6.1. Leash laws – Dogs must be kept on a leash at all times except when under voice control of the owner thereof and within the limits of the owners property. The animal control code of the city of St. Petersburg is applicable to Placido Bayou.
 - 6.2. Excrement – must be picked up and disposed of at all times.
- 7. **Trash/Trash Containers policy**
 - 7.1. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Parcel.
 - 7.2. Containers must not be placed on the street earlier than 24 hours prior to pick up, and must be removed not later than 12 hours after pick up.
 - 7.3. All trash containers must be stored in any area not visible from the street or adjoining dwellings.
 - 7.4. Trash pickup is handled through the City of St. Petersburg Sanitation Department.
- 8. **Design Review Committee**
 - 8.1. Any alterations to the exterior or exterior appearance of your home must receive prior approval of the Design Review Committee. Instructions and forms are located at the PBCA office.
- 9. **Construction/Contractors**

PBCA RULES & REGULATIONS OUTLINE

- 9.1. Contractors must be pre-authorized by resident to enter property and will only be allowed as stated above in #1 - Gate Access. Non compliance would result in no access granted.
- 9.2. Work performed by a Contractor is prohibited on Sundays and holidays, and before 7 a.m. or after 7 p.m. (7:30 p.m. daylight savings time as stated above in #1 - Gate Access.
- 9.3. Contractor must register with the PBCA office the official start date of construction work.
- 9.4. Continuous construction work of any kind or type to a residence cannot exceed a time period of one year without prior Board approval.

10. Outdoor Storage/Temporary Structures

- 10.1. Outdoor storage facilities, such as a shed, are not permitted within Placido Bayou.
- 10.2. No such structure, storage unit or construction trash container shall be placed on any Thoroughfare or Neighborhood road.
- 10.3. Construction Purposes - One portable storage structure or temporary storage unit or a construction trash container may be placed on a residential driveway for up to seven (7) days in any 12 month period or such longer period as may be approved by the DRC.
- 10.4. Moving Storage Purposes - One portable storage structure or temporary storage unit may be placed on a residential driveway for up to seven (7) days or such longer period as may be approved by the Board.

11. Structural maintenance

- 11.1. Roofing – roofs must be maintained in a clean manner and must be free of broken tile.
- 11.2. Exterior of House – Exterior surfaces of house including walls entryways, garage doors, and walls on Placido Loop must be kept in a clean manner, free of cracks, chips, peeling, caulking, fading, vines, algae, mildew and mold, and structurally sound manner.
- 11.3. Windows/awnings – must be maintained in a clean manner and structurally sound manner.
- 11.4. Pools – must be kept in a clean and secure manner.
- 11.5. Pool enclosures – must be maintained in good condition. In the event that damage to screen occurs, you will be required to repair within a 90 day time frame.

PBCA RULES & REGULATIONS OUTLINE

- 11.6. Statues and exterior art – must be maintained in a clean manner and a structurally sound manner.
- 11.7. Fountains – must be maintained in a clean manner, working condition and standing water is prohibited.
- 11.8. Fishponds - must be maintained in a clean manner and filtration system in working condition.
- 11.9. Sprinklers – must be maintained in working condition and set to not spray roads and walkways.
- 11.10. Fencing – must be maintained in a clean manner, free of vines and natural overgrowth, and in a structurally sound manner when fencing abuts the Placido Parkway Loop or Cherry Laurel Drive.
- 11.11. Brick Walls - must be maintained in a clean manner, free of vines and natural overgrowth, and in a structurally sound manner when brick walls abuts the Placido Parkway Loop or Cherry Laurel Drive.
- 11.12. Antennas - see ARC Guidelines.
- 11.13. Satellite Transmitters or receivers- see ARC Guidelines.
- 11.14. Mailboxes must be maintained in a clean working manner.

12. Destruction of Unit

- 12.1. In the event that any Dwelling Unit or Condominium Unit is destroyed or damaged, then the remains shall be restored or removed. Any replacement must be with a Dwelling Unit or Condominium Unit of similar size and type.
- 12.2. Remedy must be made within 6 months unless natural causes delay. If additional time is needed a request from the Board must be approved.

13. Air Conditioning Units and Reflective Materials

- 13.1. No window or wall air conditioning unit shall be permitted to be placed in the unit unless consent of the DRC is obtained.
- 13.2. No Unit shall have aluminum foil or any other reflective substance placed in any window or glass door, except as may be approved by the DRC for energy conservation purposes.

14. Flags

PBCA RULES & REGULATIONS OUTLINE

14.1. Flags flown from permanent in-ground poles

14.1.1. Must follow the Florida Statutes and Federal Flag Code, including size, types of flags and proper protocol. Florida Statute 720.304 (2b) Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag.

14.2. One portable flag may be displayed on a home, for example, military, national, seasonal/holiday, sports, colleges, and those allowed by Florida State Statutes.

15. Holiday Decorations

15.1. Year-end holiday decorations, to include lights, are permitted on the outside of residences from Thanksgiving until January 10th. Outdoor lights are permitted as long as they are securely and safely mounted, any mounting materials are to be removed when the lights are removed.

15.2. Decorations for all other holidays are permitted 7 days before and 7 days after the holiday.

15.3. PBCA reserves the right to require removal by the home owner of inappropriate holiday decorations at the home owner's expense.

16. Sports equipment

16.1. Stationary sports equipment is defined as any sports equipment which is permanently installed. Portable sports equipment is defined as any sports equipment used as part of a sporting activity but does not move during the play. For example, basketball poles, backboards, and nets, hockey goals, volleyball nets, soccer goals, baseball batting nets, baseball bases, etc.

16.2. All stationary and portable sports equipment must be used solely on the property of the resident whose family is participating in the sport.

PBCA RULES & REGULATIONS OUTLINE

- 16.3. All portable equipment, with the exception of that used for basketball, must be removed and stored when not in use.
- 16.4. Basketball equipment may be permanently installed or used in a portable mode as long as the pole is at least eight feet from the curb of the resident's driveway and the backboard and net face the driveway. Prior permission to install basketball equipment is NOT required from the Placido Bayou Design Review Committee prior to installation.
- 16.5. In no instance can sports requiring portable equipment be played in the street of Placido Bayou.
- 16.6. The use of portable sports equipment in common areas is not permitted with the exception of that area of Community Association common property located on the North shoreline of Lake Lucerne and East to the brick wall identifying the Estates.

17. Clothes and Drying Facilities

- 17.1. Must be concealed from public view, to the extent possible.

18. Landscaping

- 18.1. Owners shall keep all lawn and landscaped areas maintained in a manner consistent with the overall landscaping of Placido Bayou.
- 18.2. Standard of Maintenance – All lawns, landscaping and sprinkler systems and any property, structures, improvements, and appurtenances shall be maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of PBCA by the Owner of each Parcel.
- 18.3. Grass shall be mowed, fertilized and treated for weeds, pests and diseases. Dead grass shall be removed.
- 18.4. Flower beds shall be weeded and bushes trimmed.
- 18.5. No weeds, underbrush, or unsightly growth shall be permitted to be grown or remain upon any home.
- 18.6. Visible dead and diseased trees, bushes and shrubs must be removed in fifteen (15) days of written notice.
- 18.7. Tree Trimming – All trees must be trimmed at least 14 ft over roadways for adequate vehicle clearance and 8 ft above walkways to accommodate pedestrian passage. Trees shall be properly pruned for safety and for the health of the tree. Prune out dead, diseased or broken twigs and branches. Remove fast growing suckers at the base of and along the trunks. For maintenance purposes, it is best to prune trees such as oaks,

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

mahogany, black olives, hickory, and other large shade trees during the dormant season.

18.8 Hedge heights must be trimmed to 6 ft. in front yards, 6ft. in side and rear yards that abut a neighbors yard, and to 10 ft. in all other side and rear yards.

18.9 Palm Trimming – Dead fronds that persist on palms shall be removed, as they often harbor insects, rodents, and may become a fire hazard. Palms shall be trimmed to remove fronds drooping below an imaginary horizontal line drawn through the bottom of the canopy, described as “Below 9 and 3” as on the face of a clock.

19. Lakes

19.1. Drainage of pools and placement of A/C overflow directly into lakes is prohibited.

19.2. Boating/canoeing/kayaking is permitted without motors.

19.3. Fishing is permitted on Community common areas only..

20. Commercial Activities

20.1. No dwelling unit or condominium unit shall be used or occupied for any purpose other than as a residential dwelling by a single family or its guests.

21. Signage

21.1. “Garage Sale” signs

21.1.1. Shall be allowed within Placido Bayou provided that the sign is placed no earlier than the morning of the sale and is removed upon conclusion of the sale.

21.1.2. No sign shall remain within Placido Bayou overnight.

21.1.3. No sign shall be placed near the Gate House or entrance area.

21.1.4. Signs may be placed at the 4-way stop at the corner of the Parkway Loop and Laurel Oak Lane, on the Parkway Loop at the street intersection where the Sale is being held, and/ or in front of the property being shown.

21.2. “Open House” signs

21.2.1. Shall be allowed within Placido Bayou provided that the sign is placed no earlier than morning of the open house and is removed upon conclusion of the open house.

21.2.2. No open house signs shall remain within Placido Bayou overnight.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

21.2.3. No sign shall be placed near the Gate House or entrance area.

21.2.4. Open House signs may be placed at the 4-way stop at the corner of the Parkway Loop and Laurel Oak Lane, on the Parkway Loop at the street intersection where the Open House is being held, and/ or in front of the property being shown.

21.3. "For Sale/For Rent" signs

21.3.1. One "For Sale" sign or a "For Rent" sign may be placed in the yard at each residence, either at a minimum of five (5) feet from the edge of street or the residential property line.

21.3.2. No such signs shall be placed in any circle or common area of the Neighborhood.

21.3.3. "For Sale" or "For Rent" signs may be displayed in such locations within a condominium as may be authorized by its Declaration of Condominium.

21.3.4. "For Sale" signs shall be removed immediately upon closing the sale transaction.

21.3.5. "For Rent" signs shall be removed immediately upon execution of the lease or the tenant taking possession, whichever occurs first.

21.4. All other signs are prohibited.

22. Garage Sale Procedures

22.1. Only one resident may hold a sale on any weekend unless it is a coordinated group sale.

22.2. Garage sales by residents may only be held on Saturday and Sunday of each week between the hours of 9:00 AM and 5:00 PM on Saturday and 10:00 AM and 5:00 PM on Sunday. No weekday garage sales shall be permitted.

22.3. If a holiday falls on Saturday or Sunday, a sale may not be held.

22.4. Sale does not have to be for two days. In the event a resident holds a sale only one day, another resident could hold a sale on the opposite day.

22.5. Once a resident or group holds a sale, they must wait at least three months before holding another one.

22.6. No deviation from these times or days will be permitted.

22.7. At least two weeks prior to the sale, the individual resident or group of residents concerned must call or personally appear at the Community Association office to

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

reserve the weekend date for their sale. If the particular weekend chosen is already booked, an alternate weekend may be selected.

- 22.8. Appropriate signs may be posted in accordance to *Rules and Regulations 7. Signage, 7.1 "Garage Sale" signs*.
- 22.9. If a sale is cancelled, the resident must notify the Community Association promptly.
- 22.10. Residents or groups sponsoring a garage sale are responsible for ensuring that participants do not block the street, driveways or park on any sodded area.
- 22.11. Anyone advertising a sale without complying with these rules will not be permitted to hold the sale. All sale participants will be turned away at the gate.
- 22.12. The Community association office will coordinate garage sale information with the Gate Captain.
- 22.13. Each non-resident sale visitor will be logged in by the Gate Attendant and given a copy of the rules governing traffic in Placido Bayou.

23. Home Sale/Rental policies and procedures

23.1. Agent procedures

- 23.1.1. All Real Estate Agents entering and/or showing property in Placido Bayou must accompany their clients to the property. Agents cannot call and approve someone looking at property to be allowed entry to the community. The agent must be with any prospective clients for entry to the community.
- 23.1.2. All Real Estate agents showing property must present their business cards to the Gate House attendant on duty. The attendant will print the Date, Time, and address of the property being shown on the back of the card and file it.

23.2. Open House procedures

- 23.2.1. Before scheduling ANY OPEN HOUSE, Realtors or Residents (For Sale by Owner) must first fill out an Open House form and drop it off at the Gate House. Attach the realtor's business card to the form, as well as a map with directions to the property. The forms and maps are available at the Gate House and Office. You may also call the office at 727-525-1147 or the Gate House at 727-527-4590 and give the particulars such as the date, time and location of the event. We will fill out the form for you. The office hours are 8:00 a.m. until 4:30 p.m. Monday through Friday.
- 23.2.2. The Gate Attendant will display the form on the corresponding day, allowing visitors to enter. If an agent or resident does not make the particulars known by

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

PBCA RULES & REGULATIONS OUTLINE

submitting an Open House form, all interested prospective buyers will be denied entry to the community.

- 23.3. Vendors/Service people procedures - Agents MUST call the Gate House (727-527-4590) for any expected vendors/service people (pest control, roofers, appraisers, surveyors) going to their listed properties. Again, if the procedure is not followed, all will be denied access and turned away.
- 23.4. New Resident procedures - On or shortly after closing or rental, new residents should come in the office for an Orientation regarding Access Form for their visitors, decals for their automobiles, water bills, and other pertinent information.
- 23.5. Home Sale Advertisement policy - Advertisements may be done in the Newsletter. No Solicitation within Placido Bayou is permitted.
- 23.6. Rental policy and procedures - Owners are responsible to supply the office with a copy of the lease and supply a copy of the Rules and Regulations.

24. Solicitation

- 24.1. No solicitation of any kind is permitted within Placido Bayou.
- 24.2. Violation Procedures
 - 24.2.1. File of No Trespassing warning with the City of St Petersburg Police Department.

25. Policy for violations

- 25.1. All complaints must be submitted to the Community Office in writing.
- 25.2. All complaints made to the owner of violation and PBCA action will be logged in the owners file.

PART II CHAPTER 4

ST. PETE CODE OF CITY ORDINANCES

St. Petersburg, Florida, Code of Ordinances >> PART II - ST. PETERSBURG CITY CODE >> Chapter 4 - ANIMALS >> ARTICLE I. - IN GENERAL >>

ARTICLE I. - IN GENERAL

Sec. 4-1. - Definition.

Sec. 4-2. - Keeping wild or vicious animals and reptiles prohibited; exceptions.

Sec. 4-3. - Disposal of dead animals.

Sec. 4-4. - Acts tending to cause congregations of animals.

Sec. 4-5. - Keeping cats.

Sec. 4-6. - Keeping rabbits.

Secs. 4-7—4-25. - Reserved.

Sec. 4-1.- Definition.

As used in this chapter the term "at large" means an animal which is off the premises of its owner and not under the control and in the immediate presence of its owner or the owner's agent.

(Code 1973, § 8-1)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 4-2.- Keeping wild or vicious animals and reptiles prohibited; exceptions.

- (a) It shall be unlawful for any person to keep, maintain or have in such person's possession or under such person's control within the City any poisonous reptile or any other dangerous or carnivorous wild animal or reptile, any vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious or dangerous propensities.
- (b) It shall be unlawful for any person to keep, maintain or have in such person's possession or under such person's control within the City any of the following animals, the classifications of which shall be broadly construed:
- (1) All poisonous animals including rear-fang snakes.
 - (2) Apes: Chimpanzees (*Pan*); gibbons (*Hylobates*); gorillas (*Gorilla*); orangutans (*Pongo*); and siamangs (*Symphalangus*).
 - (3) Baboons (*Papoi*, *Mandrillus*).
 - (4) Bears (*Ursidae*).
 - (5) Bison (*Bison bison*).
 - (6) Cheetahs (*Acinonyx jubatus*).
 - (7) Crocodilians (*Crocodylia*), 30 inches in length or more.
 - (8) Constrictor snakes, six feet in length or more.
 - (9) Coyotes (*Canis latrans*).
 - (10) Deer (*Cervidae*); includes all members of the deer family, for example, white-tailed deer, elk, antelope, moose.
 - (11) Elephants (*Elephas* and *Loxodonta*).
 - (12) Game cocks and other fighting birds.
 - (13) Hippopotami (*Hippopotamidae*).
 - (14) Hyenas (*Hyaenidae*).
 - (15) Jaguars (*Panthera onca*).
 - (16) Leopards (*Panthera pardus*).
 - (17) Lions (*Panthera leo*).
 - (18) Lynxes (*Lynx*).
 - (19) Monkeys, old world (*Cercopithecidae*).
 - (20) Ostriches (*Struthio*).
 - (21) Piranha fish (*Characidae*).
 - (22) Pumas (*Felis concolor*); also known as cougars, mountain lions and panthers.

- (23) Rhinoceroses (*Rhinocero tidae*).
- (24) Sharks (class *Chondrichthyes*).
- (25) Snow leopards (*Panthera uncia*).
- (26) Swine (*Suidae*).
- (27) Tigers (*Panthera tigris*).
- (28) Wolves (*Canis lupus*).
- (c) The provisions of subsections (a) and (b) of this section shall not apply to licensed pet shops, menageries, zoological gardens and circuses, if:
 - (1) Their location conforms to the provisions of the zoning ordinance of the City.
 - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors.
 - (3) Animals are maintained in quarters so constructed as to prevent their escape.
 - (4) No person lives or resides within 100 feet of the quarters in which the animals are kept.

(Code 1973, § 8-8)

State law reference— *Dangerous dogs, F.S. § 767.10 et seq.*

Sec. 4-3.- Disposal of dead animals.

- (a) When any person shall find the body of a dead animal, the City shall be notified immediately.
- (b) The City shall cause the removal of the body of any dead animal to the County incinerator.

(Code 1973, § 8-13)

Sec. 4-4.- Acts tending to cause congregations of animals.

- (a) It shall be unlawful within the City for any person to directly or indirectly perform any act which is reasonably certain to cause the assembly of any animals or fowl on the streets, sidewalks or public thoroughfares of the City for any purpose, without first procuring a permit therefor from the City Manager; however, nothing in this subsection shall be construed to prohibit any person from feeding any animals or fowl or performing any humanitarian act or kindness with respect to animals or fowl so long as such act is performed within the boundaries and limitations of any City parks, the municipal pier or other place which is consistent with or which has been set aside for the propagation and care of animals or fowl. Nothing in this subsection shall be construed to prohibit or limit any person from assembling any animal or animals for draught, utility or work purposes which otherwise are consistent with the maintenance of good order and the provisions of this Code or other City ordinances and the laws of the State; and nothing in this subsection shall be construed to prohibit or limit any person from performing any such act on property which is leased or owned by such person so long as the act does not result in a public nuisance.
- (b) The City Manager shall not issue any permit required by subsection (a) without first having such facts as would indicate that the animals or fowl so intended to be assembled shall be regulated and controlled in such a manner as to assure the cleanliness, sanitation and beauty of the City streets, sidewalks and public thoroughfares, the free passage thereon of vehicular and pedestrian traffic and the maintenance always of the good health and welfare of this community. Such factors shall likewise be construed as the objects intended though the adoption of this section.

(Code 1973, § 8-14)

Sec. 4-5.- Keeping cats.

- (a) It shall be unlawful for any person to own or keep any cat that becomes a nuisance in the community. Acts of nuisance shall include, but are expressly not restricted to, the following:
 - (1) The frequent raising of any disturbance at late or early hours or at long intervals or both.
 - (2) Viciousness. As used in this subsection "viciousness" means posing a threat to other animals or to human beings.
 - (3) Frequent digging into, breaking or otherwise injuring shrubbery, trees or lawns, or frequent prowling in and about premises or property not belonging to the owner of the cat.
 - (4) Frequent or habitual depositing of excreta on property not belonging to the owner of the cat.
- (b) Any person owning, keeping or harboring a cat which constitutes a nuisance under this section shall be guilty of an offense punishable as provided by Section 1-7.

(Code 1973, § 8-9)

Sec. 4-6.- Keeping rabbits.

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

- (a) [Generally.] It shall be unlawful for any person to allow any rabbit, kept or owned by that person, to run at large or upon any property other than property owned or leased by that person, provided however, a person owning or keeping a rabbit, may allow that rabbit to run upon property not owned or leased by that person where the owner of the property has given written permission for such activity.
- (b) *Running at large.* A rabbit, subject to this section, shall be presumed to be running at large, in violation of this ordinance, when the rabbit is not securely fenced, penned, or otherwise confined to the premises of the owner or keeper of the rabbit.

(Ord. No. 132-G, § 1, 4-7-94)

Secs. 4-7—4-25.- Reserved.

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021

**St. Petersburg, Florida, Code of Ordinances >> PART II - ST. PETERSBURG CITY CODE >>
Chapter 4 - ANIMALS >> ARTICLE II. - LIVESTOCK AND FOWL >>**

ARTICLE II. - LIVESTOCK AND FOWL

Sec. 4-26. - Keeping fowl in the City.

Sec. 4-27. - Keeping horses and cattle.

Sec. 4-28. - Keeping goats.

Sec. 4-29. - Driving livestock over streets.

Sec. 4-30. - Keeping miniature pigs as household pets.

Secs. 4-31—4-50. - Reserved.

Sec. 4-26. - Keeping fowl in the City.

- (a) *Scope of section.* The provisions of this section shall apply to chickens, turkeys, ducks, geese and guinea fowl.
- (b) *Running at large.* Fowl subject to this section running at large within the City are hereby declared to be nuisances.
- (c) *Manner of keeping.* No person shall be allowed to keep any fowl subject to this section within the City unless the fowl are securely fenced and confined to the premises of the owner, and coops and runways are kept clean and free from offensive odors.
- (d) *Prohibited locations.* It shall be unlawful for any person to keep or maintain any fowl subject to this section or other fowl in any residence district in the City within 100 feet of any residence without the consent of the owner or occupant of such residence.
- (e) *Noisy fowl.* Crowing roosters or other noisy fowl are hereby declared to be nuisances and shall not be kept within the City after a complaint has been made to the Chief of Police that the complainant is disturbed thereby and the Chief of Police has notified the owner of the fowl to remove them from the City. Any person keeping or maintaining such fowl after having received notice to remove them shall be deemed guilty of maintaining a nuisance under this subsection.

(Code 1973, § 8-5)

Sec. 4-27. - Keeping horses and cattle.

- (a) *Animals subject to this section.* The provisions of this section shall apply to horses, mules and cattle.
- (b) *Location restrictions.* It shall be unlawful for any person to keep or maintain one or more animals subject to this section in any residence section of the City, within 100 feet of any residence, other than the residence of the owner or keeper of such animals.
- (c) *Cleanliness.* Places where any animals subject to this section are kept shall be kept clean and dry. All manure shall be picked up daily and kept in a bin or receptacle that will exclude flies and odors. The bin shall be located at a point more remote from any dwelling or other structure owned or occupied by others than from the owner of the premises on which the animals are kept, and shall be placed at a point which is the most remote on the premises from any street or avenue. It shall be unlawful for any person to hold manure on any premises in the bins after the manure shall have become a nuisance or unsanitary; however, any person may use his manure on his premises for the purpose of enriching his own soil or for any other use to which manure can properly be put when same is not offensive or unsanitary.

(Code 1973, § 8-6)

Sec. 4-28. - Keeping goats.

- (a) It shall be unlawful for any person to keep or maintain one or more goats in any residence district in the City, within 200 feet of any residence, other than the residence of the owner or keeper of the goats.
- (b) Places where goats are kept shall be kept clean and dry and in a sanitary condition. All manure shall be picked up daily and shall be kept in a bin or receptacle which shall be excluded from flies and constructed in such a manner as to prevent odors. The bin shall be located on the premises at a point more remote from any dwelling or other structure owned or occupied by others than from the owner of the premises upon which the goats are kept.

(Code 1973, § 8-7)

Sec. 4-29. - Driving livestock over streets.

It shall be unlawful for any person to drive or herd, or to allow anyone in such person's employ to drive or herd any livestock over or upon any of the streets of the City unless such person shall first obtain from the City Manager a written permit therefor.

(Code 1973, § 8-11)

Sec. 4-30. - Keeping miniature pigs as household pets.

- (a) Definition. Miniature pigs, commonly known as Vietnamese Pot-bellied Pigs, are defined as being less than 18 inches high at the shoulder and no more than 100 pounds.
- (b) The number of such pigs shall be limited to one per any residence or premises.
- (c) The breeding of such pigs is specifically prohibited.
- (d) Male pigs four weeks of age or older shall be neutered.
- (e) Such pigs shall be controlled by a leash, tether, harness or adequate enclosure at any time said animals are outside the residence of the owner or other person harboring, keeping or maintaining said pig. Said leash, tether or harness shall not exceed six feet in length. An adequate enclosure for purposes of this section shall include, but is not expressly restricted to a fence or other similar structure surrounding the entire rear, side or front yard.
- (f) The owner should display, upon request from the City Manager or his or her representative, or any law enforcement officer, a current certification from a veterinarian licensed in the State of Florida that all necessary and appropriate vaccinations have been administered and that the pig has been tested and demonstrated free of parasitic disease. Such certification must be provided on a yearly basis.
- (g) It shall be unlawful for any miniature pig owner or person in charge of a miniature pig, to fail to remove deposits of miniature pig excreta made by a miniature pig in that person's charge when the deposit of the miniature pig's excreta occurred in the presence of the miniature pig's owner or person in charge of the miniature pigs on any public property, including, but not limited to, public parks and public rights-of-way; or on private property not belonging to the owner or a person in charge of the miniature pig. If such depositing of excreta occurs, the owner or person in charge of the miniature pig shall immediately cause its removal for disposal at the premises of the owner or person in charge of said miniature pig.
- (h) It shall be unlawful for any miniature pig owner or person in charge of a miniature pig to allow the area in which the pig is kept or allowed to roam to become the source of odors which are detectable on adjoining properties where such odors are the result of the pig being kept or allowed to roam on the subject property.

(Ord. No. 15-G, § 1, 5-7-92)

Secs. 4-31—4-50. - Reserved.

**St. Petersburg, Florida, Code of Ordinances >> PART II - ST. PETERSBURG CITY CODE >> Chapter 4
- ANIMALS >> ARTICLE III. - DOGS >>**

ARTICLE III. - DOGS ⁽¹⁷⁾

Sec. 4-51. - Running at large, upon premises of another.

Sec. 4-52. - Removal of dog excreta from certain public and private property.

Sec. 4-53. - Dogs constituting a nuisance.

Sec. 4-51.- Running at large, upon premises of another.

- (a) *Prohibited.* No dog shall be allowed to run at large or upon the premises of one other than the owner.
- (b) *Limitation on prohibition.* Nothing in subsection (a) of this section shall be construed to prevent the walking of a dog under leash control in areas open to the public or to prevent dogs running loose within fenced areas on or off the premises of the owner.
- (c) *Dogs in parks.* Any dog in a City park shall be restricted by leash under the control of the owner or agent, and such leash shall not exceed the length of six feet. Nothing in this subsection shall prevent dogs from running at large in parks, or portions thereof, which are designated as "dog parks." Nothing in this subsection shall prevent dogs from being unleashed in parks, or portions thereof, which have been exempted from this requirement by resolution of the City Council for an event of limited duration provided that the Council finds that the dogs will be under voice control of the owners or their agents and the dogs will be confined to an enclosed or limited area.

(Code 1973, § 8-3; Ord. No. 467-G, § 1, 3-1-01; Ord. No. 977-G, § 2, 4-15-10)

Sec. 4-52.- Removal of dog excreta from certain public and private property.

It shall be unlawful for any dog owner or person in charge of a dog to fail to remove deposits of dog excreta made by a dog in that person's charge when the deposit of dog excreta occurred in the presence of the dog owner or person in charge of the dog on any public property, including, but not limited to, municipal parks and public rights-of-way; or on private property not belonging to the owner or person in charge of the dog. If such depositing of excreta occurs, the owner or person in charge of the dog shall immediately cause its removal for disposal at the premises of the owner or person in charge of such dog.

(Code 1973, § 8-3.1)

Sec. 4-53.- Dogs constituting a nuisance.

It shall be unlawful for any person to own or keep any dog that becomes a nuisance in the community. Acts of nuisance shall include, but are expressly not restricted to, the following:

- (1) Frequent barking between the hours of 11:00 p.m. and 6:00 a.m. or frequent barking for continuous periods of ten minutes or more at any time, or both.
- (2) Viciousness. As used in this subsection "viciousness" means posing a physical threat to other animals or to human beings.
- (3) Frequent digging into, breaking or otherwise injuring shrubbery, trees or lawns.

(Code 1973, § 8-4)

FOOTNOTE(S):

⁽¹⁷⁾ **State Law reference—** *Dangerous dogs, F.S. § 767.10 et seq. (Back)*

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale
HomeWiseDocs

**St. Petersburg, Florida, Code of Ordinances >> PART II - ST. PETERSBURG CITY CODE >>
Chapter 4 - ANIMALS >> ARTICLE IV. - DRAFT ANIMALS PROTECTION >>**

ARTICLE IV. - DRAFT ANIMALS PROTECTION

Sec. 4-54. - Definitions.

Sec. 4-55. - Permit section.

Sec. 4-56. - Treatment and condition of draft animals.

Sec. 4-54. - Definitions.

The following definitions shall apply to this article:

Draft animal shall mean an animal such as a horse, mule, donkey or any other animal used for pulling or propelling a device, but not including saddle horses or animals which are ridden and do not pull or propel a device.

Vehicle shall mean a cart, carriage or other device that is capable of being drawn by a draft animal for transport of passengers.

(Ord. No. 105-G, § 1, 8-5-93; Ord. No. 110-G, § 2, 9-2-93)

Sec. 4-55. - Permit section.

The POD shall grant a permit to allow a draft animal to be on the public street for transport of passengers for hire under the following conditions:

- (1) *Application.* An application for a permit shall be made to the POD in such form as the POD shall prescribe, accompanied by such fee as may be prescribed by the POD in an amount necessary to cover the city's cost in processing the application and reimbursing the city for the city's cost of enforcing the conditions of the permit.
- (2) *Conditions for granting of permit.* The POD shall grant a permit if the following conditions are met:
 - a. The proper application with prescribed fee has been made.All drivers possess a public vehicle driver's permit as required by Section 28-6, City Code.
- (3) *Permit.* The permit shall authorize the use of the draft animal on the public streets and shall specify the area of the City where the permit is effective and such other conditions as the POD shall prescribe to meet the purpose and intent of this article. A violation of the conditions of the permit shall constitute a violation of this article.

(Ord. No. 105-G, § 1, 8-5-93; Ord. No. 110-G, § 2, 9-2-93; Ord. No. 574-G, § 1, 1-23-03)

Sec. 4-56. - Treatment and condition of draft animals.

- (a) Draft animal owners, operators and drivers shall ensure that appropriate and sufficient food and fresh, potable drinking water are available for each draft animal and that, while working, each draft animal is permitted to eat at reasonable intervals and have access to drinking water as necessary. Draft animal owners, operators and drivers shall further ensure that draft animals be given a minimum ten minute rest period between fares.
- (b) All draft animals used in animal-drawn carriage services must be at least three years old and not more than 20 years old. Horses must weigh a minimum of 1,200 pounds and are of such stamina and in such physical condition so as to be able to perform the required draft animal-drawn carriage tasks without any undue stress and/or effort in order to be eligible for use in such draft animal-drawn carriage service.
- (c) Draft animal-drawn vehicles shall be authentically styled passenger carriages. Carriages must not exceed 12 feet in length or six feet in width. Wagons which patently were designed for cargo instead of passengers are prohibited with exceptions provided for wagons for the seasonal transportation of passengers (examples: hay-rides, sleigh/wagon rides). All authentically styled passenger carriages and cargo wagons shall be required to be in good working condition at all times and all equipment shall be maintained on a regular basis.
- (d)

Order: 5BZ4FJ223

Address: 554 Andorra Cir NE

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Occupancy of the draft-animal drawn carriage shall not exceed the rated seating capacity of the carriage. Exceeding the rated seating capacity by lap sitting or any other means and overloading cargo wagons is prohibited.

- (e) Draft animals drawing carriages or wagons shall not be on a public street in the city during the following conditions:
 - (1) During periods when the temperature is predicted to exceed 95 degrees Fahrenheit (35;deg; C), as determined and announced by St. Petersburg Whitted Airport Automated Weather Observation.
 - (2) During periods when the temperature is predicted to be below 26 degrees Fahrenheit (;minus;3.3;deg; C), as determined and announced by St. Petersburg Whitted Airport Automated Weather Observation.
 - (3) During periods when the weather is dangerous or unsuitable for the operation of draft animal-drawn vehicles for hire.
- (f) Each draft animal shall have its hooves properly trimmed and shod for appropriate surfaces.
- (g) Harnesses and other equipment shall be properly fitted, maintained and oiled so that no irritating material will come in direct contact with the draft animal.

(Ord. No. 105-G, § 1, 8-5-93; Ord. No. 574-G, § 1, 1-23-03)

Order: 5BZ4FJ223
Address: 554 Andorra Cir NE
Order Date: 04-01-2021

Prepared by and return to:
James R. De Furio, Esquire
James R. De Furio, P.A.
PO Box 172717
Tampa, FL 33672-0717

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2012277315 09/24/2012 at 03:46 PM
OFF REC BK: 17726 PG: 1162-1164
DocType: RST RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT TO ARTICLE IX, SECTION 7 OF THE MASTER
DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS OF PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Master Declaration of Covenants, Restrictions and Easements of Placido Bayou Community Association, Inc., as recorded in Official Records Book 5848, Page 1477, and amended from time to time thereafter of the Public Records of Pinellas County, Florida, was duly adopted with the vote required under Article XII, Section 1 of said Declaration as amended at a meeting held on the 21 day of June, 2011. A quorum of the membership was present in person or by proxy.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of SEPT, 2012, at Pinellas County, Florida.

WITNESSES

PLACIDO BAYOU COMMUNITY
ASSOCIATION, INC.

Sign Judy Heinchen

By: Chris B. Patton

Print Name: CHRIS B. PATTON

As: Its President

Sign Diella Burgoyne

Secretary

Print Name of Secretary: JEAN SCHRAMM (Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11 day of SEPT, 2012, by CHRIS B. PATTON and JEAN SCHRAMM as President and Secretary respectively of Placido Bayou Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Judy Heinchen
Signature of Notary Public - State of Florida

JUDY HEINCHON

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



Order: 5BZ4FJ223

Address: 554 Andorra Circle

Order Date: 04-01-2021

Document not for resale

HomeWiseDocs

Prepared by and return to:
Cianfrone and De Furio
James R. De Furio, Esq.
201 E. Kennedy Blvd. Suite 775
Tampa, Florida 33602

**AMENDMENT TO ARTICLE IX, SECTION 7 OF THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS OF PLACIDO BAYOU
COMMUNITY ASSOCIATION, INC.**

Amendment to Article IX, Section 7, Animals, of the Declaration of Covenants, Restrictions and Easements of Placido Bayou Community Association, Inc. recorded at Official Records Book 5848, Page 1477, and amended at Official Records Book 6202, Page 554, all of the Public Records of Pinellas County, Florida.

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

...

Article IX

Permitted and Prohibited Uses

...

Section 7. Animals. No animals of any kind shall be raised, bred, or kept for commercial purposes, on any Lot or in any Unit, except as follows: Household pets may be kept on any Lot or Unit so long as they are not being raised, bred or kept for commercial purposes. All pet owners who occupy a Lot or a Unit must comply with Part II, Chapter 4, of the St. Petersburg Code of City Ordinances as it may be amended from time to time, but the Association by rule passed by its Board may restrict pets more narrowly than the St. Petersburg Code of City Ordinances. Pet owners who occupy Condominium Units shall continue to comport with the requirements contained in the respective Condominium Association's Governing Documents as they pertain to animals and pets.

- (a) ~~Dogs, cats and other household pets may be kept, subject to the limitations of this Section, except that no animals may be commercially bred or raised for sale.~~
- (b) ~~No household pets exceeding forty (40) pounds may be kept in a Condominium Unit.~~

- ~~(e) Owners of Condominium Units may keep only one (1) household pet in each Condominium Unit, except that resulting litters may be kept for up to eight (8) weeks after birth. Notwithstanding the foregoing, an Owner purchasing a Condominium Unit directly from Developer shall have the right to move in with two (2) pets in his Condominium Unit, provided that in the event of the death or permanent removal from the Condominium Unit for any reason of one or both of such pets, such Owner's rights shall be limited to the keeping of one (1) household pet as hereinabove provided.~~
- ~~(d) Owners of Units other than Condominium Units may keep two (2) household pets in each Unit, without limitation as to weight."~~

...