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DECLARATION OF CONDOMINIUM OWNERSHIP

OF

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM

(Phase I)

This DECLARATION made this 7th day of February, A.D., 1985, by Bardes Corporation, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Pinellas County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called "the land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon portions of said lands from time to time multi-unit residential buildings, housing up to, but not exceeding forty-two (42) condominium units and related facilities in eight phases pursuant to the provisions set forth in Section 718.403, Florida Statutes, a copy of the phase plan being attached hereto as Exhibit "B"; and

WHEREAS, the Developer from time to time desires to submit portions of said lands and said residential buildings with related facilities to condominium ownership in eight phases, all pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME:

The name by which this Condominium is to be identified is THE CLOISTERS AT BARDMOOR, A CONDOMINIUM.

2. DEFINITIONS:

For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of The Cloisters at Bardmoor Condominium Association, Inc., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles: The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments: Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owners, and all other sums which may be assessed against a Unit Owner or which may be required to be paid by a Unit Owner to the Association pursuant to this Declaration, the Articles or By-Laws.

(c) Association: Association means The Cloisters at Bardmoor Condominium Association, Inc., a non-profit Florida corporation, which is responsible for the operation of this Condominium, any additional condominiums which may be constructed

EXHIBIT "1"
TO PROSPECTUS

This instrument prepared by AND TO BE RETURNED TO:
CHRISTIE S. JONES
Battaglia, Ross, Etc., Attorneys at Law
P.O. Box 41100
St. Petersburg, Florida 33742

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upon the land described in Exhibit "A" hereto and the Common Facilities as defined hereafter, its successors and assigns.

(d) Board of Directors or Board: The Board of Directors or other representative body responsible for administration of the Association.

(e) Building: Any building contained within the Condominium Property from time to time as herein provided.

(f) By-Laws: The By-Laws of the Association as the same may be amended from time to time.

(g) Common Areas: All property owned and operated by the Association, which are not included in the Condominium Property.

(h) Common Elements: That portion of the Condominium Property not included in the Condominium Units, or in the Limited Common Elements appurtenant thereto, and all other property declared as Common Elements herein and in the Condominium Act, specifically including but not limited to:

(1) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services to the Condominium Home Units, Limited Common Elements and Common Elements;

(2) an easement of support in every portion of a Unit which contributes to the support of a Building;

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

(i) Common Facilities or Association Property: Any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners.

(j) Common Expenses: All expenses and assessments properly incurred by the Association for the Condominium.

(k) Common Surplus: The excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(l) Condominium: THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, which is formed pursuant to this Declaration.

(m) Condominium Form of Ownership: That form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act" and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

(n) Condominium Act: Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or the Exhibits hereto.

(o) Condominium Parcel: The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(p) Condominium Unit or Unit: That part of the Condominium Property which is subject to exclusive ownership.

(q) Condominium Property: The lands, leaseholds and personal property that are submitted 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.

(r) Construction Lender: Any lender financing the construction of the improvements on the Condominium Property.

(s) Declaration or Declaration of Condominium: The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(t) Developer: The person or entity executing this Declaration, its successors, grantees, assigns, nominees and designees. In the event any mortgagee of the Developer obtains title to all or a portion of the Condominium Property by foreclosure, or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board of Directors, but in any event, such mortgagee may assign its rights as Developer to any third party who acquires title to all or a portion of the Condominium Property from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the mortgagee. The term "Developer" shall not include any person or entity acquiring title only to one or more Units for which a certificate of occupancy has been issued by the controlling governmental authority, unless the Developer specifically assigns all of its rights as Developer to such person or entity. The Developer may assign a portion of its rights under this Declaration, and in such event, the assignee shall not become the Developer, but the assignee may exercise those rights specifically assigned to it in writing concurrently with but not to the exclusion of the Developer's right to exercise said rights.

(u) Institutional Mortgagees: Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Parcels.

(v) Limited Common Elements: Those common elements which are reserved for the use of a Condominium Unit to the exclusion of all others.

(w) Management Agreement: The agreement which provides for management of the Condominium Property and Common Areas, if any.

(x) Member: An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(y) Unit Owner or Owner of a Unit: The owner of a fee simple estate in a Condominium Parcel.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The following property is hereby submitted to the Condominium Form of Ownership:

Phase I: The lands lying and being situated in Pinellas County, Florida, as more particularly set forth in

Exhibit "C", attached hereto, which lands are hereinafter referred to as "Phase I", together with all improvements erected or installed thereon, including but not limited to, four (4) Condominium Units contained in one (1) residential building. Two (2) of the units are two bedroom, two bath Units each containing approximately 1191 square feet of living area. The remaining two (2) Units are two bedroom, two bath loft townhouse Units containing approximately 1406 square feet of living area.

The latest date of completion of Phase I is June 30, 1989.

4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to the Condominium Form of Ownership as a part of THE CLOISTERS AT BAYWOOD, A CONDOMINIUM, by amendment to this Declaration, the following described additional phases:

PHASE II: One (1) building containing five (5) units. Four (4) of the units will be two (2) bedroom, two bath units with approximately 1191 square feet of living area. The remaining unit will be a two bedroom, two bath loft townhouse containing approximately 1406 square feet of living area.

In the event the Developer exercises the right to construct Phase II and submit same to condominium ownership herein, the improvements contained in Phase II shall be completed on or before June 30, 1991.

PHASE III: One (1) building, containing six (6) units. Four (4) of the units will be two bedroom, two bath units with approximately 1191 square feet of living area. The remaining two (2) units will be two bedroom, two bath loft townhouse units containing approximately 1406 square feet of living area.

In the event the Developer exercises the right to construct Phase III and submit same to condominium ownership herein, the improvements contained in Phase III shall be completed on or before June 30, 1993.

PHASE IV: One (1) building containing seven (7) units. Six (6) of the units will be two bedroom, two bath units with approximately 1191 square feet of living area. The remaining unit will be a two bedroom, two bath loft townhouse unit containing approximately 1406 square feet of living area.

In the event the Developer exercises the right to construct Phase IV and submit same to condominium ownership herein, the improvements contained in Phase IV shall be completed on or before June 30, 1995.

PHASE V: One (1) building containing six (6) units. Four (4) of the units will be two bedroom, two bath units with approximately 1191 square feet of living area. The remaining two (2) units will be two bedroom, two bath loft townhouse units containing approximately 1406 square feet of living area.

In the event the Developer exercises the right to construct Phase V and submit same to condominium ownership herein, the improvements contained in Phase V shall be completed on or before June 30, 1997.

PHASE VI: One (1) building containing six (6) units. Four (4) of the units will be two bedroom, two bath units with approximately 1191 square feet of living area. The remaining two

(2) units will be two bedroom, two bath loft townhouse units containing approximately 1406 square feet of living area.

In the event the Developer exercises the right to construct Phase VI and submit same to condominium ownership herein, the improvements contained in Phase VI shall be completed on or before June 30, 1999.

PHASE VII: One (1) building containing eight (8) units. All eight (8) units will be two bedroom, two bath units with approximately 1191 square feet of living area.

In the event the Developer exercises the right to construct Phase VII and submit same to condominium ownership herein, the improvements contained in Phase VII shall be completed on or before June 30, 1999.

PHASE VIII: Will contain the recreation facilities including the following:

1. A freestyle swimming pool of approximately 625 square feet ranging from 3'4" to 6'3" in depth. The pool will not be heated and has a capacity of approximately nineteen (19) persons;
2. A freestyle pool deck of approximately 4,100 square feet and having a capacity of approximately twenty-five (25) persons;
3. Additionally, the pool area will have one (1) building with one (1) men's rest room, one (1) women's rest room, and a pump room containing mechanical equipment for the pool.
4. A square whirlpool of approximately 64 square feet, having an approximate capacity of eight (8) persons.

TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO UNITS IN ANY PHASE DESCRIBED ABOVE.

5. AMENDMENT OF DECLARATION ADDING PHASES:

Notwithstanding anything to the contrary contained herein or the provisions of Florida Statute Section 718.110, the Developer, pursuant to Paragraph 4 herein, and Florida Statute Section 718.403(6), expressly reserves the right to amend this Declaration to submit to condominium ownership the additional phases set forth in Paragraph 4 hereinabove, together with improvements thereon as part and parcel of this Condominium without consent thereto of the Association or Unit Owners other than the Developer.

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

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE DESCRIBED IN PARAGRAPH 4 OF THIS DECLARATION TO CONDOMINIUM OWNERSHIP, NOR SHALL THE DEVELOPER BE REQUIRED TO SUBMIT ANY ADDITIONAL PHASES IN NUMERICAL SEQUENCE. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO SUBMIT ADDITIONAL PHASES TO CONDOMINIUM OWNERSHIP IN ANY SEQUENCE IT SHALL, IN ITS SOLE DISCRETION, DETERMINE.

Notwithstanding the foregoing, the percentage of Ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed in the manner set forth in Paragraph 12 herein.

6. UNIT IDENTIFICATION:

(a) The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership as Phase I are set forth in the proposed condominium plat attached hereto and made a part hereof as Exhibit "C". Each Condominium Unit is described on said plat in such manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the Common Elements and Limited Common Elements, if any, appurtenant thereto. Each Condominium Unit is identified by letters and/or numbers as shown on the proposed plat attached hereto as Exhibit "C", and made a part hereof, so that no Unit bears the same designation as does any other Unit.

(b) Phases II through VIII are set forth in the phase plan attached hereto and made a part hereof as Exhibit "B". Each Condominium Unit in the subsequent phases will be identified by a number and/or letter designation so that no Unit bears the same designation as does any other Unit in the Condominium.

7. UNIT BOUNDARIES:

The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

A. Upper Boundary. The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated horizontal portions of the ceiling.

B. Lower Boundary. The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level on the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

C. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, with the following exceptions: When the vertical planes of the undecorated interior surfaces of the walls do not intersect with each other on the undecorated finished interior surfaces of the bounding walls or within an intervening

partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Unit.

D. Boundaries - further defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each Unit, and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires utility services to other Units and/or for Common Elements. However, a Unit shall include the inner decorated and/or finished surfaces of the perimeter walls, floors, doors, sliding doors, and interior and exterior framing around same, on the perimetrical boundaries of the Unit.

E. Excluded from Unit. The Unit shall not be deemed to include heating, cooling and plumbing apparatus or utility installations within the boundaries of the Unit which are used to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which it is contained, nor shall it include columns, beams or partitions contributing to the support of the Building in which the Unit is located. The items identified in this subparagraph 7(e) are part of the Common Elements.

8. CHANGE IN PLANS AND SPECIFICATIONS:

Notwithstanding anything to the contrary herein or in the Association Articles of Incorporation or By-Laws, the Developer is hereby authorized to make changes in the plans and specifications during the construction of improvements on the land, including but not limited to enclosing or screening in balconies or patios, so long as such changes do not materially or adversely affect the Condominium Project. The Developer further reserves the right from time to time to alter the boundaries between Condominium Units so long as the Developer owns the Units so altered; and to alter the boundaries of the Common Elements adjacent thereto as long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered, provided that no such change shall materially or adversely affect the Condominium Project nor shall any such change be made without amendment of this Declaration, and provided further that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the holder of any institutional first mortgages covering the Units affected, whether the said Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium Property.

9. EASEMENTS:

Each of the following easements is a covenant running with the land of the Condominium, and not withstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services: Easements as may be required for utility services in order to adequately serve the Condominium or any Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer,

water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner of that Unit. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support: Every portion of a Condominium Unit contributing to the support of a Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all Units in the Building.

(c) Use of Common Elements: The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their lessees, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Air Space: Each Condominium Unit shall have an exclusive easement for the use of the air space occupied by the Condominium Unit as it exists at any particular time and as the Condominium Unit may lawfully be altered.

(e) Encroachments: If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements; or (v) any non-purposeful or non-negligent act of a Unit Owner except as may be authorized by the Association, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Units and between each Unit and any adjacent Common Element or Limited Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(f) Overhanging Troughs and Gutters: There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units and the Condominium Property.

(g) Natural Growth: There shall be easements for overhanging natural growth of trees and shrubbery over the Units, the Limited Common Elements and the Common Elements.

(h) Restrictions, Reservations and Easements of Record: The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(i) Pedestrian and Vehicular Traffic: Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium, and their servants, guests and invitees.

(j) Developer's Ingress and Egress: In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit "A", their guests and invitees, expressly reserves an easement for ingress and egress over and across all roads existing from time to time within property described in Exhibit "A", whether said roads are ultimately within or outside of the Condominium.

(k) Grant of Additional Easements, Modifications and Termination: Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners, shall each have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

(l) Additional Phases: Inasmuch as this Condominium is Phase I of an eight phase Condominium, the Developer, its successors, designees, nominees or assigns does hereby reserve easements in favor of the Unit Owners of this Phase and Unit Owners of the additional Phases of this Condominium, THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC., and the members of said Association, their immediate families, guests, lessees and invitees, for ingress and egress over and across all roads and ingress and egress parcels existing from time to time within the property described on Exhibit "A", whether said roads are ultimately located within or outside of

the Condominium, as well as easements for utilities including but not limited to those necessary to provide power, electric, telephone, water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronics or other facilities in connection therewith and the like. Developer, for itself, its successors, nominees and assigns and the Association, reserves the right to impose on the Common Elements of this Phase and all future Phases such other easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of and necessary and proper for this Phase and future Phases of this Condominium and for surrounding lands described on Exhibit "A". (Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.)

The Developer does hereby grant to the future Owners of future phases the same rights reserved to the Developer herein over the property known as Phase I being herewith submitted to Condominium ownership.

The Developer, its successors, nominees and assigns as heretofore and hereinafter described may develop separate condominiums or future phases, or homeowner's associations or other forms of ownership on said future phases, although at the time of the filing of this Declaration such is not the Developer's intent to do so. However, the Developer, its successors, nominees and assigns reserve easements over and across the lands described on Exhibit "A" attached hereto over any roads to be constructed or ingress and egress easements and utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like. The Developer does hereby grant to the future owners of the property located in the lands described in Exhibit "A" the same rights reserved to the Developer herein over the property known as Phase I being herewith submitted to Condominium ownership.

10. DEVELOPER'S UNITS AND PRIVILEGES:

The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by it at terms determined by the Developer in its sole discretion. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to

be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph.

11. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:
Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Common Elements; and

(b) Easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and

(c) Installations for the furnishing of utility services to the Common Elements or to a Unit other than the Unit containing the installation; and

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

(e) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; and

(f) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(g) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

Amendments to the Common Elements may be made as provided for in Chapter 718, 110(5) and 718.110(6) of the Florida Statutes.

Stairways and assigned covered parking spaces are Limited Common Elements appurtenant to those Units to which they abut or are assigned. In addition, the storage areas under the stairways are Limited Common Elements appurtenant to the upper and lower Units immediately adjacent thereto. The use of the Limited Common Elements shall be restricted to those Units to which they are appurtenant to the exclusion of all other Units in the Condominium.

12. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:

The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

(a) Upon completion of Phase I, consisting of four (4) Units, and recordation of this Declaration, each Unit in Phase I shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one-fourth (1/4th) of one hundred percent. This percentage interest in the ownership of the Common Elements and the Common Surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of Units in Phase I (4) (denominator); the

resulting figure being the undivided percentage of ownership of the Common Elements and the Common Surplus attributable to each Unit in Phase I prior to the recordation of any amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(b) As any additional Phases are completed and submitted to condominium ownership, as set forth in Paragraphs 4 and 5 herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the Condominium Form of Ownership on the following basis:

(1) The adjusted percentage of the undivided ownership of the Common Elements and Common Surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all Units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator). Example: upon completion of Phase II to the recordation of the amendment submitting said Phase II to condominium ownership, the Common Elements and Common Surplus attributable to each Unit shall be computed by dividing one hundred percent (100%) (numerator) by nine (9) Units (denominator) which represents the cumulative total of all Units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase II is recorded.

(2) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall automatically take effect upon the recordation of each and every amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(3) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

13. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership, as set forth in Paragraph 12 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Paragraph 12 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit submitted to condominium ownership pursuant to this Declaration.

14. GOVERNING BODY:

The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", the Articles of

Incorporation of which are attached hereto as Exhibit "D", and made a part hereof as though set out in full herein. The By-Laws of the Association are attached hereto as Exhibit "E", and made a part hereof as though set out in full herein.

15. MEMBERSHIP IN THE ASSOCIATION:

(a) The Developer and all persons hereinafter owning an interest in the Condominium Parcels (Owners), whose interest is evidenced by the recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(b) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote for that Unit, which vote shall be cast by the voting Member. If any Unit is owned by more than one person, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association, as the voting Member for that Unit. Failure by all Owners of a Condominium Unit to file such sworn certificate with the Secretary prior to a Members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. A person or entity owning an interest in more than one (1) Unit may be designated as a voting Member for each one such Unit which he or it owns, and may cast one (1) vote for each such unit.

(c) Upon completion of Phase I, there shall be four (4) voting members. Upon the recordation of the amendment submitting additional Units to condominium ownership pursuant to the provisions of this Declaration, the number of voting Members shall automatically be adjusted so that at all times, there shall be one (1) voting Member for each Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(d) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than five (5) voting Members who are to be elected annually by the voting Members.

(e) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of a majority of the total vote of the Members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited, to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

16. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of three-fourths (3/4ths) of the Unit Owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgage having a mortgage or other lien against any one or more Units or Condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the Public Records of Pinellas County; provided, however, that the property rights of the Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Unit Owner shall be required to join in or execute such amendment.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the By-Laws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 16 (c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) However, no amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment, and unless all the record Owners of all the Units approve the amendment, provided, further, however, that any vote for an amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Unit, shall be conducted by secret ballot, save and except

amendments made by the Developer pursuant to the provisions of Paragraph 5 hereinabove for the purposes of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

(e) Notwithstanding anything to the contrary contained herein, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the written consent of said Developer or mortgagees, as appropriate, to any such amendment. No Amendment shall make any change in the sections of this Declaration containing provisions regarding insurance, reconstruction or repair after casualty, or condemnation unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment. This Paragraph 16(e) may not be amended.

(f) Notwithstanding anything to the contrary contained herein, the Developer retains the right to amend this Declaration from time to time pursuant to the provisions set forth in Paragraph 5 hereinabove for the purpose of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

17. TYPE OF OWNERSHIP:

Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

18. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(a) Common Expenses shall be assessed against each Unit Owner by the Association as provided in Paragraphs 12 and 13 hereinabove. Excluding any management or maintenance agreement and notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or the By-Laws of the Association, during such time that the Developer owns one or more Units, the Assessments provided for herein and in the Articles of Incorporation and the By-Laws of the Association, shall not be more than the actual sums necessary to pay for the current operating expenses, plus any reserves required by law.

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

(c) In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late charge of Fifteen and no/100 (\$15.00) Dollars, together with interest at the highest rate allowed by law from the due date until the date of payment of any Assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such Assessment.

(d) Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title by said mortgagee as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Owners of Units, including such acquirer of the first mortgage of record and his successors and assigns. The acquirer from the first mortgage of record or his successor or assigns, shall thereafter be obligated to pay that share of the Common Expenses and Assessments attributable to his Unit.

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

19. MAINTENANCE:

The responsibility for the maintenance of the Condominium Property as it may apply hereafter, with the exception of those responsibilities for management as provided for by the Association with Bardmoor Village Maintenance Co., Inc. shall be as follows:

(a) By the Association: The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Facilities, as defined herein-above, which are owned by the Association for the use and benefit of all Unit Owners within The Cloisters at Bardmoor, a Condominium.

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

(3) All Common Elements and Limited Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which it is contained.

(4) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense and without disturbing the rights of other Unit Owners:

(1) All portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and balconies, sliding glass doors, and doors on the exterior of his Unit, and framing for same.

(2) The air conditioning and heating systems exclusively serving the Unit Owner's Unit, whether inside or outside of his Unit.

(3) Within the Owner's Unit, all cabinets, carpeting, and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Unit, as well as all personal property of the Unit Owner.

(4) All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit Owner's Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property.

(5) No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

(c) AT THE OPTION OF THE ASSOCIATION:

The Association may, at its own expense:

(1) Use and expend the Assessments collected, including Assessments for reserves or betterments, to maintain, care for and preserve the Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners.

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Units when necessary and with as little inconvenience to the Owners as possible in connection with such maintenance, care and preservation. Whenever it is necessary to enter any Unit for the purpose of performing any such maintenance, care and preservation, the Unit Owner shall permit the Association or persons authorized by it to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors.

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the By-Laws and the terms and conditions of this Declaration:

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

20. ENFORCEMENT OF MAINTENANCE:

In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit, the common party wall, exterior walls or common roof he shares in common with adjoining Unit Owners, as required in Paragraph 19 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales and Condominiums for voluntary binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division, or to proceed in a court of equity to seek compliance with the foregoing provisions; or, three (3) days after the date that written notice from the Association to the Unit Owner specifying the necessary maintenance or repair has been delivered to the Unit Owner, the Association, its employees or agents, shall have the right to enter the Condominium Unit for the purpose of performing the work necessary to enforce compliance with the provisions of Paragraph 19 above. The Association shall have the right to assess the Unit Owner and the Condominium Unit for the sums necessary to perform such work. Any Assessment made pursuant to this paragraph shall constitute a lien against the subject Unit, which may be foreclosed should the Unit Owner fail to pay such Assessment.

In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Unit Owner or Institutional First Mortgagee may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

21. INSURANCE:

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:

(a) All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense of the Unit Owners.

(b) COVERAGE:

(1) Casualty: The Buildings and all fixtures and improvements upon the land and all personal property included in the Condominium Property, other than personal property owned by the individual Unit Owners, shall be insured pursuant to a "master" or "blanket" type policy of property insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the Buildings on the land, including, but not limited to, vandalism and malicious mischief, and all other perils normally covered by the standard "all risk" endorsement, where such is available.

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for comprehensive public liability insurance covering all of the Common Elements, Limited Common Elements, and Common Facilities and Common Areas, if any, as it may deem necessary, at the expense of the Association. Any such liability insurance coverage shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use; however, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(3) Workmen's Compensation: Workmen's Compensation necessary to meet the requirements of law shall be purchased by the Association.

(4) Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 necessary to meet the requirements of the law. Such policy, if required, shall be a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator, and shall be in an amount equal to the lesser of (1) the maximum coverage available under the National Flood Insurance Program for all Buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area, or (2) one hundred percent (100%) of the current replacement cost of all such Buildings and other insurable property.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, and shall be a Common Expense.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to Common Elements shall be held as provided in this Paragraph 20 of the Declaration.

(e) In the event a loss occurs to any improvement within any of the Units alone, without any loss occurring to any of the improvements within the Common Elements, payment under the insurance policies shall be made to the Owners owning such Units and their mortgagees, if there be mortgages on said Units, as their interests may appear, and it shall be the duty of those Unit Owners to effect the necessary repairs to the improvements within their respective Units.

(f) In the event that loss occurs to improvements within Units and the contiguous Common Elements, or to improvements within the Common Elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the Units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and the damaged Units. If the insurance proceeds should be sufficient to repair all of the damage within the Units, but insufficient to repair all of the improvements within the Common Elements, the proceeds shall be applied first to completely repair the damage within the Units and the balance of the funds shall be apportioned to repair improvements within the Common Elements, and the Unit Owners shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the Common Elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 20(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as Escrow Agent) shall disburse the funds as follows:

(aa) in the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective Unit Owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each Unit and in relation to the total damage claim and the amount of insurance funds available;

(bb) in the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and Units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the Association and the Contractor. The Construction Agreement shall be subject to prior written approval of the Escrow Agent, which approval shall not be unreasonably withheld.

(cc) if there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to the Owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the share that the estimated cost of construction and repair of each damaged Unit bears to the total of such costs for all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for Owner's Unit appurtenant thereto. If there is a mortgage on a damaged Unit, the distribution pursuant to this paragraph shall be subject to the provisions of Paragraph 21 (f)(2)(aa) above.

(dd) in the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and the Units, a membership meeting shall be held to determine whether or not to abandon the Condominium Project or to levy a uniform special Assessment against each Unit and the Owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units, provided that the insurance funds available are applied first to repair the Units damaged and such assessment shall be only for or on account of repairs to the Common Elements. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be a part of such special Assessment. In the event the majority of the voting Members vote in favor of the special Assessment, the Association shall immediately levy such Assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting Members are opposed to the special Assessment and one hundred percent (100%) vote for abandonment of the Condominium, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each Unit as per Paragraphs 12 and 13 of this Declaration, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds all liens on such Unit in the order of priority of such liens, and the Condominium may be terminated as provided in Paragraph 29 hereinafter.

(g) If there has been loss or damage to the Common Elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the damaged Units and if the majority of the voting Members vote against levying the special Assessment referred to above, and one hundred percent (100%) of the voting Members and fifty-one percent (51%) of the institutional mortgagees holding mortgages on the individual units vote to abandon the Condominium, same shall be abandoned subject to the provisions of Paragraph 29 hereinafter. As evidence of the Members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Units Owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for damage to improvements within Units or Common Elements, subject to the approval of any mortgagee of the premises damaged.

22. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

(a) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits, or if not, then according to plans and specifications approved by the Association, and if the damaged property is one or more Buildings containing Units, by the Unit Owners of all Units (and their respective Institutional Mortgagees) the plans for which are to be altered, and by the members of the Association, which approval shall not be unreasonably withheld.

(b) If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for

reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(c) Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Escrow Agent.

(d) The funds for payment for costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Escrow Agent and special assessments collected by the Association from Unit Owners. Such funds shall be disbursed as provided in paragraph 21(f)(2)(bb), and it shall be presumed that the first monies disbursed in payment of costs of construction and repair are from the insurance proceeds. Any balance remaining in the fund after payment of all costs of the reconstruction and repair for which the fund was established shall be distributed as provided in paragraph 21(f)(2)(cc); except, however the amount of such distribution which does not exceed the special Assessment paid by the Unit Owner for such reconstruction and repair shall not be made payable to any mortgagee unless that mortgagee provides satisfactory evidence to the Escrow Agent that it provided the funds for such special Assessment.

23. CONDEMNATION AND EMINENT DOMAIN:

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Escrow Agent. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Escrow Agent; and in the event of a failure to do so, in the discretion of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the Members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 29 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will receive their prorata share of the condemnation award applicable to said Units, and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

(d) If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenable, the

award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(bb) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

(c) If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable and in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(bb) The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(cc) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(dd) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(ee) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Unit Owner, and one by the mortgagees so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common

Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

(g) The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

24. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

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

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

The Association, pursuant to the provisions of Florida Statute 718.112(j), shall be entitled to charge the Unit Owner a fee of Thirty and no/100 Dollars (\$30.00) for costs incurred by the Association to review the proposed conveyance, sale or transfer and the costs of clerical services necessitated by the conveyance, sale or transfer.

In the event the Board of Directors of the Association disapprove the proposed sale, conveyance or transfer, and the Member shall desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said Unit. If a dispute arises as to the definitions of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the Members of the Association of the date, price and terms. Any Member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the Owner.

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

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

In the event the Member makes a sale or transfer without first complying with the terms hereof, any other Member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of the Unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the Member of the Association making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the Association, maintenance company or any Members for enforcement of the provisions of this paragraph 24 shall be assessed against the member who violates or fails to comply strictly with the provisions of this paragraph 24.

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

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

In case of the death of the Owner of a Unit, the surviving spouse, if any, and, if no surviving spouse,

the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Unit; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new Owner.

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

In the event a dispute arises as to what should be considered the fair market value of a Unit as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth in this paragraph 24 herein shall be abated until final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Association as a Common Expense. In the event the then Members of the Association do not exercise the privilege of purchasing said Unit within such period, and upon such terms, then and only in such event, the person or persons so designated by the decedent shall take title to the Unit; or such person or persons or the legal representative of the decedent may sell the said Unit, but the sale shall be subject in all respects to the provisions of this enabling Declaration of Condominium and Exhibits attached hereto.

B. Rental or Lease: A Unit may be leased or rented in accordance with the rules and regulations adopted by the Association relating thereto.

C. Corporate Purchaser or Lessee: The purchaser or lessee of a Unit may be a corporation.

D. Transfer, Mortgage-Developer: Notwithstanding anything to the contrary herein, the provisions of this paragraph 24 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgage becomes an Owner nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee or Developer.

E. Mortgage: No Owner may mortgage his Unit or interest therein without the approval of the Association, except

Elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-laws of the Association.

(p) Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a Unit except by a plumber or electrician licensed in Pinellas County, Florida.

(q) No television or other outdoor antenna system or facility shall be erected or maintained on any Unit, Building, Limited Common Element or the Common Elements by any Unit Owner or resident, except with the specific written consent of the Board of Directors.

(r) All alterations, modifications and improvements of the Units shall be made only after prior written approval of the Board of Directors.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements, and Common Elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration and Exhibits hereto.

27. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:

During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any portion of the Common Elements of the Condominium Project or uncompleted Buildings to any of the residents of the Condominium, while such Common Elements or uncompleted Buildings are under construction and development; and to utilize various portions of the Common Elements or the Buildings in connection with such construction and development. No Unit Owner or his guests, lessees or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests, lessees and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, and where necessary, for the proceeding from one portion of the Condominium Property to the other; and for vehicular traffic as may be necessary for the Developer, its guests, lessees, assigns and invitees for the purpose of crossing over various portions of the Condominium Project to obtain ingress and egress to the Condominium Project. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Project unless it is upon an area specifically

designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit not owned by the Developer its successors or assigns, or any limited Common Element appurtenant thereto.

(c) Right of first refusal, notwithstanding the provisions of Paragraph 24 herein, if, during the time the Developer, its successors or assigns is in the process of construction or sale of Units, a Unit Owner receives a bona fide offer acceptable to such Unit Owner, to purchase his Unit or if a Unit Owner makes a bona fide offer to sell his Unit to a purchaser, the Unit Owner shall give the Developer written notice of such offer setting forth the name and address of the purchaser and the price and terms of the offer. Developer shall thereupon have the prior option to purchase the Unit covered by such offer at the price and on the terms of such offer within thirty (30) days after the Developer's receipt of the Owner's notice of such offer, and upon such notice of acceptance being given by the Developer to the Unit Owner in accordance with the terms of the bona fide offer upon which the first refusal option has been exercised.

28. PARKING SPACES:

A. Each Unit shall be entitled to the exclusive use of one (1) parking space.

B. In the event a specific parking space is assigned in connection with the sale of a Unit by the Developer, the right to use the said designated parking space shall be an appurtenance to the Unit owned by the Owner to whom such space is initially assigned. The Association shall not thereafter reassign or change said Owner's parking space without his prior written consent. Provided further, said Unit Owner shall not transfer or assign use of the said parking space except in connection with the sale of the Unit or with the prior written consent of the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit, the designated parking space, without necessity of reference to or description of the parking space in the instrument of conveyance.

C. During such time as the Developer shall own any Units in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, and shall not have designated in respect of such Units the required number of parking spaces, the Developer shall control and hereby reserves the right in lieu of the Condominium Association to make all designations of parking, whether or not such parking spaces are located on property which has been submitted to condominium ownership. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold Units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, the Condominium Association shall not exercise the right and authority herein granted to the Condominium Association in respect to parking, but all such rights are hereby reserved to and shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing, delivered to the Condominium Association, relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the written consent of the Developer during such periods of time as the Developer shall have the rights hereunder to designate or control the designation of parking spaces.

29. TERMINATION:

The Condominium may be terminated in the following manner:

(a) The termination of the Condominium may be effected by unanimous agreement of all Unit Owners and all mortgagees holding mortgages on said Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pinellas County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

30. COVENANTS:

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

31. INVALIDATION AND OPERATION:

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

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

32. INTERPRETATION:

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

33. MANAGEMENT AND MAINTENANCE AGREEMENT:

Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, by and through its original Board of Directors and Officers, has entered into a Management Agreement with Bardmoor Village Maintenance Co., Inc. Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by

expression thereof executed by the Board of Directors of the Association and the Management Company. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association;


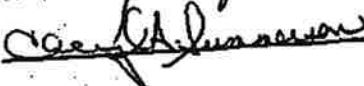
(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement;

(c) Ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and

(d) Agreeing that the persons acting as directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

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

Signed, Sealed and Delivered
in the Presence Of:

BARDER CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Barder Corporation of Pinellas County, in and to Bardmoor Properties

By: 
Richard H. Farrell,
Vice President

Attest: 
Carole May,
Assistant Secretary

(CORPORATE SEAL)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, The Cloisters at Bardmoor Condominium Association, Inc., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper

officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Robert M. Farrell
Carole Way

(CORPORATE SEAL)

THE CLOISTERS AT BARDMOOR
CONDOMINIUM ASSOCIATION, INC.

By: Richard M. Farrell, President

Attest: Carole Way, Secretary

STATE OF FLORIDA }
COUNTY OF LEE }

Pinellas
I HEREBY CERTIFY that on this 7th day of February, 1985, before me personally appeared Richard M. Farrell and Carole Way, Vice President and Assistant Secretary, respectively, of BARDMOOR CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardmoor Properties, to me known to be the persons described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Pinellas County, State of Florida, the day and year last aforesaid.

Carole A. Way
Notary Public
My Commission Expires:

STATE OF FLORIDA }
COUNTY OF LEE }

Pinellas
I HEREBY CERTIFY that on this 7th day of February, 1985, before me personally appeared Richard M. Farrell and Carole Way, President and Secretary, respectively, of The Cloisters at Bardmoor Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Pinellas County, State of Florida, the day and year last aforesaid.

Carole A. Way
Notary Public
My Commission Expires:

JOINDER OF MORTGAGEE

BARDER CORPORATION, (hereinafter called "Mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Book 4739, Page 102, as Clark's Instrument Number 78131737, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered
in the Presence of:

BARDER CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Barder Corporation of Pinellas County, Florida d/b/a Bardmoor Properties

By: Richard M. Farrell
Richard M. Farrell,
Its Vice President

Attest: Carol W. Way
Carol W. Way, Its
Assistant Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

Before me, the undersigned, personally appeared RICHARD M. FARRELL and CAROL W. WAY, as Vice President and Assistant Secretary, respectively, of BARDER CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Barder Corporation of Pinellas County, Florida d/b/a Bardmoor Properties, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgage and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of February, 1985.

Carol W. Way
Notary Public
My Commission Expires:

KDW#28/JD
02/07/85 (kw)

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
I am not a Notary Public in any other state
I am not a Notary Public in any other state

LEGAL DESCRIPTION OF ALL LANDS THAT MAY BECOME A PART OF
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM

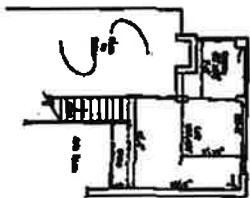
8.5931 646

A tract of land lying in the Southwest 1/4 of Section 13, Township 30, South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 13 also being a point on the centerline of Bryan Dairy Road; thence leaving said centerline S $00^{\circ}32'14''$ W along the East line of said Southwest 1/4, for 50.00 feet to a point on the southerly right-of-way line of Bryan Dairy Road; thence N $89^{\circ}47'52''$ W along said southerly right-of-way line, for 18.92 feet to the POINT OF BEGINNING; thence leaving said line S $00^{\circ}49'56''$ E, for 48.32 feet; thence S $28^{\circ}57'01''$ E, for 141.97 feet; thence S $10^{\circ}13'43''$ E, for 109.28 feet; thence S $01^{\circ}28'32''$ W, for $09^{\circ}15'48''$ W, for 135.57 feet; thence S $01^{\circ}28'32''$ W, for 144.00 feet; thence N $88^{\circ}31'29''$ W, for 90.00 feet to the point of intersection with a curve concave to the Southwest, also being a point on the northerly right-of-way line of Indian Hills Court, as recorded in the plat of BARDMOOR COUNTRY CLUB NORTH PHASE 2A, as recorded in Plat Book 85 on page 85 of the Public Records of Pinellas County, Florida; thence northwesterly along said right-of-way line and along the arc of said curve having a radius of 75.00 feet and a central angle of $85^{\circ}36'46''$, an arc length of 112.07 feet and a chord bearing N $41^{\circ}19'51''$ W, for 101.93 feet to the point of tangency; thence N $86^{\circ}08'14''$ W, for 291.54 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 25.00 feet and a central angle of $84^{\circ}36'27''$, an arc length of 36.92 feet and a chord bearing N $41^{\circ}50'00''$ W, for 33.65 feet to the point of tangency; thence N $00^{\circ}28'13''$ E, for 34.16 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 300.00 feet and a central angle of $90^{\circ}16'03''$, an arc length of 472.64 feet and a chord bearing N $44^{\circ}39'50''$ W, for 425.26 feet; thence N $00^{\circ}12'08''$ E along a line radial to said curve, for 40.00 feet to a point on the southerly right-of-way line of Bryan Dairy Road; thence S $89^{\circ}47'52''$ E along said line, for 704.54 feet to the POINT OF BEGINNING, and contains 5.89 acres, more or less.

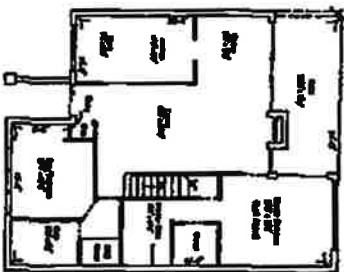
EXHIBIT "A"
TO DECLARATION

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM **(PHASE I)** LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



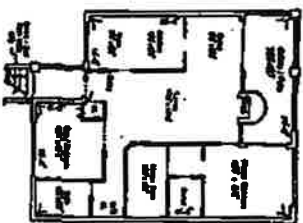
Unit 101
 and above

**Townhouse
Type 1**



Unit 102

**Unit
Type 2**



1. The dimensions and layout of the individual units are shown on the floor plan. The dimensions of the individual units are shown on the floor plan. The dimensions of the individual units are shown on the floor plan.
2. All laundry units are shown above.
3. All units are shown on the floor plan. The dimensions of the individual units are shown on the floor plan. The dimensions of the individual units are shown on the floor plan.

UNIT 101
 101.00 sq. ft.
 101.00 sq. ft.
 101.00 sq. ft.

M Cash Y1 Chg
Fee 29.00
Tax 45.00
Int
Net 74.00

85113798

0.6004 NW 1080

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM
(PHASE I)
ADDING PHASE II

BARDER CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Barder Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5645, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE II.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.

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

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record, and

B. One (1) residential building(s) containing five (5) condominium units constructed on the aforescribed lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase II (5 units) and recordation of this Amendment, each unit in Phases I and II,

RECORDS OF PINELLAS COUNTY, FLORIDA.
Original Condominium Plats pertaining hereto are recorded in
Condominium Plat Book 52, Pages 110 through 112, inclusive,
Public Records of Pinellas County, Florida.

shall have an undivided share in the ownership of the common elements and the common surplus equal to one ninth (1/9th) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I and II (9) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I and II.

IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 28th day of May, 1985.

WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties

Gail E. Zimmerman
Carol J. Zimmerman

BY: *Richard M. Farrell*
Richard M. Farrell
Vice President

ATTEST: *Carole Way*
Carole Way
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively of BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 28th day of May, 1985.

Carol J. Zimmerman
Notary Public
My Commission Expires

JOINDER OF MORTGAGEE

BARDES CORPORATION, (hereinafter called "Mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Bok 4739, Page 102, as Clerk's Instrument Number 78131737, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered
in the Presence of:

BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida, d/b/a Bardmoor Properties

By:

Richard M. Farrell,
Its Vice President

Attest:

Carole Way, Its
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me, the undersigned, personally appeared RICHARD M. FARRELL and CAROLE WAY, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida d/b/a Bardmoor Properties, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of May, 1985.

Notary Public
My Commission Expires:

Notary Public State of Florida at Large
JAN. 11, 1991

KDW:28/JD
05/29/85 (kw)

0.06004 Acre 1083

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE II)

A tract of land lying in the Southwest 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 13, also being a point in the centerline of Bryan Dairy Road, thence leaving said centerline S 00°32'14" W, along the East line of said Southwest 1/4, for 50.00 feet to a point on the southerly right-of-way line of Bryan Dairy Road; thence W 89°47'52" W, along said right-of-way line, for 380.34 feet to the POINT OF BEGINNING; thence leaving said right-of-way line S 00°12'18" W, for 77.32 feet; thence S 80°17'52" E, for 51.94 feet; thence S 09°42'08" W, for 157.33 feet; thence S 75°10'09" W, for 81.44 feet to the point of radial intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 300.00 feet, a central angle of 74°38'01", an arc length of 392.53 feet and a chord bearing N 52°18'52" W, for 365.12 feet; thence W 00°12'08" E, for 40.00 feet to the point of intersection with the southerly right-of-way line of Bryan Dairy Road; thence S 89°47'52" E, along said right-of-way line, for 343.12 feet to the POINT OF BEGINNING, and containing 1.11 acres, more or less.

(PHASE II)

Small businesses - All lines to be included on this category as indicated on report form 871-01-01

A Bunch of Little People by Ann McGovern (1976), Doubleday, \$8.95; **Smallish** by David Shields (1976), Doubleday, \$7.95.

[illegible]

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[illegible]

CONCLUSIONS

the following year, 1964, the same group of people was asked to evaluate the same 100 items. The results were as follows:

五

EXHIBIT "A"

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

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE II) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA

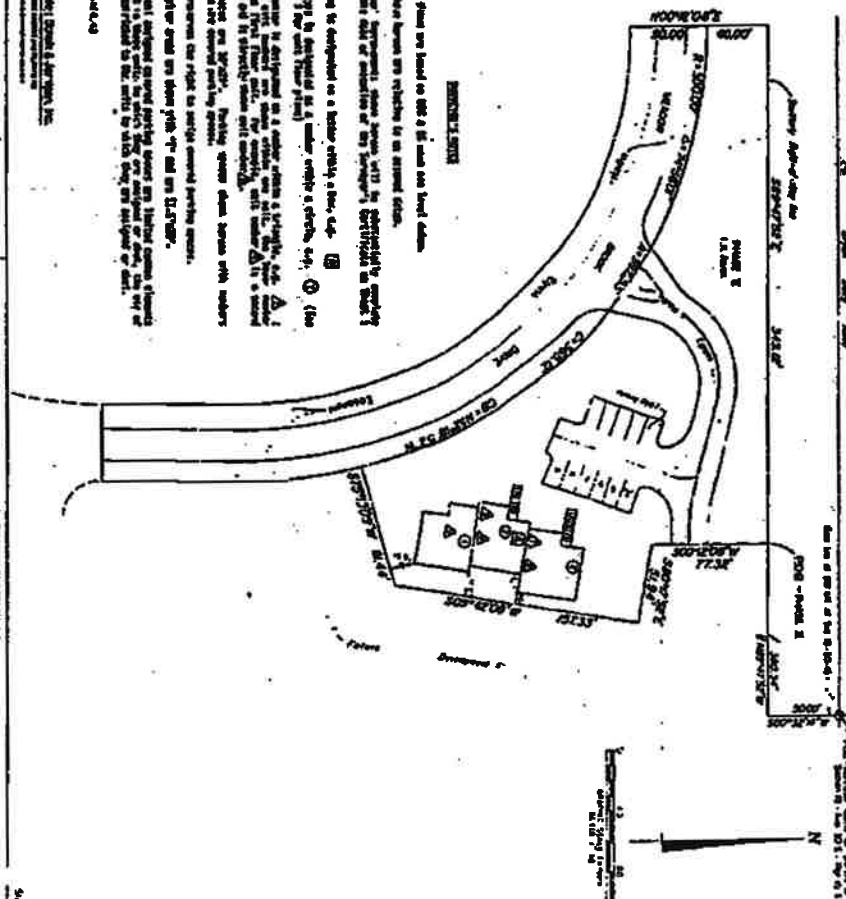


EXHIBIT "A"

1. Easement shown on land to the S of and the land shown.
2. Easement shown shown on the land shown.
3. The owner, hereinafter, shall have the right to use the easement shown on the land shown.
4. The easement shown on the land shown shall be used for the purpose shown on the land shown.
5. The easement shown on the land shown shall be used for the purpose shown on the land shown.
6. The easement shown on the land shown shall be used for the purpose shown on the land shown.
7. The easement shown on the land shown shall be used for the purpose shown on the land shown.
8. The easement shown on the land shown shall be used for the purpose shown on the land shown.
9. The easement shown on the land shown shall be used for the purpose shown on the land shown.
10. The easement shown on the land shown shall be used for the purpose shown on the land shown.

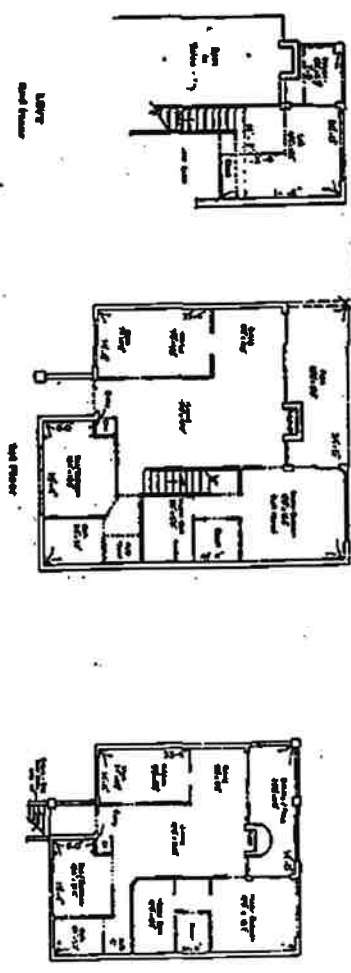
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ITY AND MAY BE ILLEGIBLE

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE II) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



Townhouse Type 1

Unit Type 2

EXHIBIT "A"

1. The description and layout of the building units are shown on the floor plan of the building units and on the site plan of the building units. The building units are shown on the site plan of the building units. The building units are shown on the site plan of the building units. The building units are shown on the site plan of the building units.
2. All building units are shown on the site plan of the building units.
3. The building units are shown on the site plan of the building units.
4. The building units are shown on the site plan of the building units.

Legend

Symbol	Description
1	Building Unit
2	Building Unit
3	Building Unit
4	Building Unit
5	Building Unit
6	Building Unit
7	Building Unit
8	Building Unit
9	Building Unit
10	Building Unit

DATE: 04-04-04
BY: [Signature]
FOR: [Signature]

01 Cas 11 Ch
2880
45.4
23 Int
No 74.32

85124760

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM
(PHASE I)
ADDING PHASE III

Jun 17 2 58 PM '85
O.R. 8014 MCE 810

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, G/h/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5645, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE III.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.
2. The following property is hereby submitted to the condominium form of ownership:
 - A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and
 - B. One (1) residential building(s) containing six (6) condominium units constructed on the aforescribed lands.
3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.
4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.
5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase III (6 units) and recordation of this Amendment, each unit in Phases I, II and III,

ORIGINAL CONDOMINIUM PLANS PERTAINING HEREIN ARE CONCORDANT WITH BOOK 82, PAGES 110 THROUGH 112 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONDOMINIUM PLANS PERTAINING HEREIN ARE RECORDED IN CONCORDANT WITH BOOK 85, PAGE 3 THROUGH 5 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

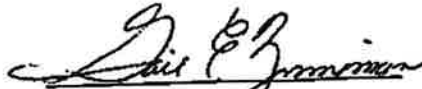
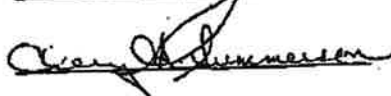
Record Record

shall have an undivided share in the ownership of the common elements and the common surplus equal to one fifteenth (1/15th) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I, II and III (15) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I, II and III.

IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 24th day of May, 1985.

WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties

BY: 
Richard M. Farrell
Vice President


ATTEST: 
Carole Way
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 24th day of May, 1985.


Notary Public
My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires August 17, 1987

0A8014 ME 612

LEGAL DESCRIPTION

ALL LANDS THEY MAY BE INCLUDED IN THE COLISTERS AT HARDMOOR. A
CONDOMINIUM (FRASE III)

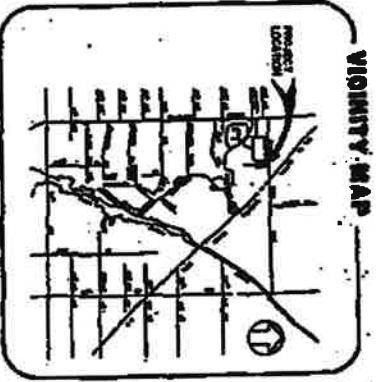
A tract of land lying in the Southwest 1/4 of Section 13,
Township 30 South, Range 15 East, Pinellas County, Florida, and
being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section
13, also being a point in the centerline of Bryan Dairy Road;
thence leaving said centerline S 00°32'14" W, along the East line
of said Southwest 1/4, for 50.00 feet to a point on the southerly
right-of-way line of Bryan Dairy Road; thence N 89°47'52" W,
along said right-of-way line, for 168.93 feet to the POINT OF
BEGINNING; thence leaving said right-of-way line S 00°12'08" W,
for 146.67 feet; thence N 89°47'52" W, for 169.35 feet; thence
M 09°42'08" E, for 55.54 feet; thence N 80°17'52" W, for 51.94
feet; thence N 00°12'08" E, for 77.32 feet to the point of
intersection with the southerly right-of-way line of Bryan Dairy
Road; thence S 89°47'52" E, along said right-of-way line, for
211.41 feet to the POINT OF BEGINNING, and containing 0.62 acres,
more or less.

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE III) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20250

THIS DOCUMENT IS A PRELIMINARY STATEMENT OF THE BUREAU OF LAND MANAGEMENT AND IS NOT A FINAL OFFICIAL STATEMENT OF THE BUREAU OF LAND MANAGEMENT. IT IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20250

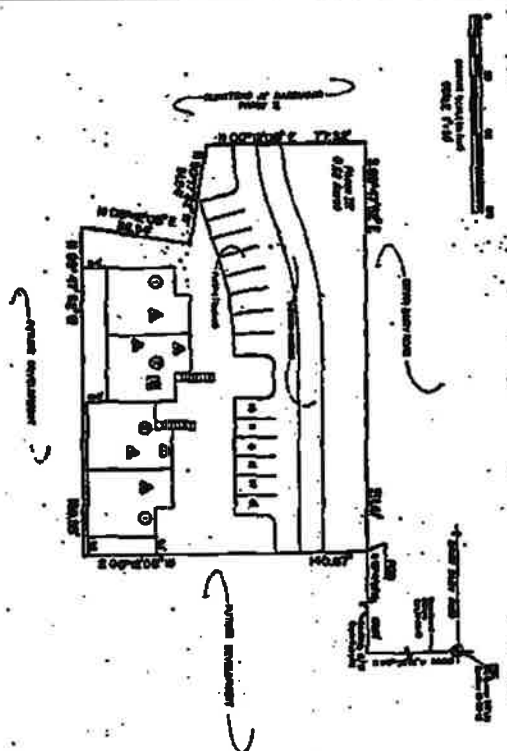
THIS DOCUMENT IS A PRELIMINARY STATEMENT OF THE BUREAU OF LAND MANAGEMENT AND IS NOT A FINAL OFFICIAL STATEMENT OF THE BUREAU OF LAND MANAGEMENT. IT IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

MAP NO. 01-44-46
DATE: 1970
BY: [Signature]

1 of 3

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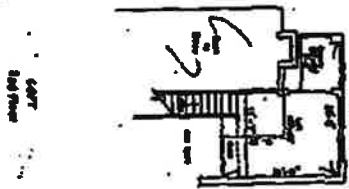
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE III) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



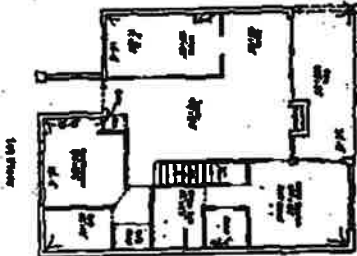
1. The building shall be constructed in accordance with the following specifications:
2. The building shall be constructed in accordance with the following specifications:
3. The building shall be constructed in accordance with the following specifications:
4. The building shall be constructed in accordance with the following specifications:
5. The building shall be constructed in accordance with the following specifications:
6. The building shall be constructed in accordance with the following specifications:
7. The building shall be constructed in accordance with the following specifications:
8. The building shall be constructed in accordance with the following specifications:
9. The building shall be constructed in accordance with the following specifications:
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AND MAY BE ILLIGIBLE

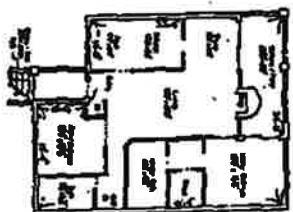
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE III) LYING WITHIN SECTION 15, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



Unit Type 1



Unit Type 2



1. The Unit Owner shall be responsible for the maintenance and repair of the interior of the Unit, including the walls, ceiling, floor, and fixtures, and shall be responsible for the replacement of any damaged or worn items.
2. The Unit Owner shall be responsible for the maintenance and repair of the exterior of the Unit, including the roof, siding, and foundation, and shall be responsible for the replacement of any damaged or worn items.
3. The Unit Owner shall be responsible for the maintenance and repair of the common areas, including the hallways, stairs, and elevators, and shall be responsible for the replacement of any damaged or worn items.
4. The Unit Owner shall be responsible for the maintenance and repair of the landscaping, including the lawns, shrubs, and trees, and shall be responsible for the replacement of any damaged or worn items.

Common Area Schedule

Area	Frequency
Common Areas	Monthly
Landscaping	Quarterly
Pool Maintenance	Weekly
Security	24 Hours

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

JOINDER OF MORTGAGEE

BARDES CORPORATION, (hereinafter called "mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Book 4739, Page 102, as Clerk's Instrument Number 78131737, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered
in the Presence of:

BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida d/b/a Bardmoor Properties

By: Richard M. Farrell
Richard M. Farrell,
Its Vice President

Attest: Carole Way
Carole Way, Its
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

Before me, the undersigned, personally appeared RICHARD M. FARRELL and CAROLE WAY, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida d/b/a Bardmoor Properties, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of June, 1985.

Carole Way
Notary Public
My Commission Expires:

Cash in Chg

Rec 2500 ✓

DS 12/25/01 ✓

Int

Tot 7000 ✓

85158639

D.R. 6044 PAGE 115.

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM
(PHASE I)
ADDING PHASE IV

BARDIES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardas Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5645, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE IV.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.
2. The following property is hereby submitted to the condominium form of ownership:

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and

B. One (1) residential building(s) containing seven (7) condominium units constructed on the aforescribed lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase IV (7 units) and recordation of this Amendment, each unit in Phases I, II, III and

This instrument prepared by AND TO BE RETURNED TO:
CHRISTIE S. JONES
Bartlett, P.A., Inc., Attorneys at Law
P.O. Box 41108 St. Petersburg, Florida 33743

Page 1

35 inclusive, Public Records of Pinellas County, Florida.

Public Records of Pinellas County, Florida.

JUL 31 12 21

IV, shall have an undivided share in the ownership of the common elements and the common surplus equal to one twenty-second (1/22nd) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I, II, III and IV (22) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I, II, III, and IV.

IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 21st day of July, 1985.

WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties

Christie A. Jones
E. Kenneth Brown

BY:

Richard M. Farrell
 Richard M. Farrell
 Vice President

ATTEST:

Carole Way
 Carole Way
 Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 21st day of July, 1985.

Christie A. Jones
 Notary Public
 My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES SEP 6, 1988
 SIGNED THIS GENERAL TNS. UND.

JOINDER OF MORTGAGES

BARDER CORPORATION, (hereinafter called "Mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Book 4739, Page 102, as Clerk's Instrument Number 78131737, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered
in the Presence of:

BARDER CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Barder Corporation of Pinellas County, Florida d/b/a Bardmoor Properties

Christie A. Jones
Chenna En

By: *Richard M. Farrell*
Richard M. Farrell,
Its Vice President

Attest: *Carole Way*
Carole Way, Its
Assistant Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

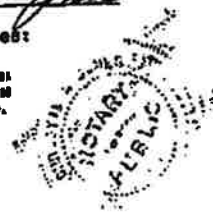
Before me, the undersigned, personally appeared RICHARD M. FARRELL and CAROLE WAY, as Vice President and Assistant Secretary, respectively, of BARDER CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Barder Corporation of Pinellas County, Florida d/b/a Bardmoor Properties, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgage and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this *July* day of *July*, 1985.

Christie A. Jones
Notary Public
My Commission Expires:

KDW:28/JD
07/25/85 (kw)

NOTARY PUBLIC STATE OF FLORIDA
My Commission Exp. SEPT 6, 1988
POWER DATE CHANGE 1981, 1982.



**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE IV)
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY,
FLORIDA**

UNITED STATES OF AMERICA, DISTRICT COURT OF THE SOUTHERN DISTRICT OF FLORIDA
IN RE: THE ESTATE OF JAMES H. BARDMOOR, JR., DECEASED
A Petition for the Appointment of an Administrator of the Estate of James H. Bardmoor, Jr., Deceased, and for the Issuance of Letters Testamentary to the Petitioner, and for the Appointment of a Receiver of the Assets of the Estate of James H. Bardmoor, Jr., Deceased, and for the Issuance of Letters of Receivership to the Receiver.

VICINITY MAP

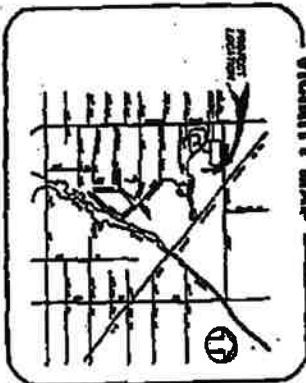
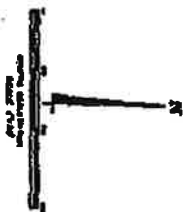


EXHIBIT "A"

LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

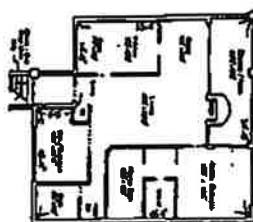
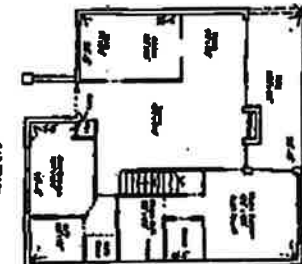
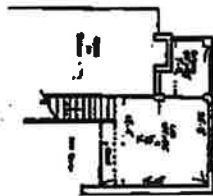


1. Identify three (3) of the four main world religions.
2. Identify three (3) of the four main world religions.
3. Identify three (3) of the four main world religions.
4. Identify three (3) of the four main world religions.
5. Identify three (3) of the four main world religions.
6. Identify three (3) of the four main world religions.
7. Identify three (3) of the four main world religions.
8. Identify three (3) of the four main world religions.
9. Identify three (3) of the four main world religions.
10. Identify three (3) of the four main world religions.

EXHIBIT "A"

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE IV)

LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



Townhouse Type 1

Unit Type 2

EXHIBIT "A"

1. The description and listing of the individual units are being set forth for the purpose of identifying the units and the common areas and the common areas of the project. The units are being identified by the number of the unit and the number of the project. The common areas are being identified by the number of the common area and the number of the project.
2. All drawings shall be done in accordance with the following specifications:
3. Common areas shall be shown in accordance with the following specifications:

Legend: Unit Location

Unit	Location
101	Unit 101
102	Unit 102
103	Unit 103
104	Unit 104
105	Unit 105
106	Unit 106
107	Unit 107
108	Unit 108
109	Unit 109
110	Unit 110
111	Unit 111
112	Unit 112
113	Unit 113
114	Unit 114
115	Unit 115
116	Unit 116
117	Unit 117
118	Unit 118
119	Unit 119
120	Unit 120

85207442

C.A. 6086 PAGE 2026

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM
(PHASE I)
ADDING PHASE VI

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5643, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE VI.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 9 of said Original Declaration.

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

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and

B. One (1) residential building(s) containing six (6) condominium units constructed on the aforescribed lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase VI (6 units) and recordation of this Amendment, each unit in Phases I, II, III,

Original condominium plats pertaining hereto are recorded in Condominium Plat Book 82, Pages 110 through 112, inclusive, Public Records of Pinellas County, Florida.
Condominium plats pertaining hereto are recorded in Condominium Plat Book 87, Pages 65 through 67, inclusive, Public Records of Pinellas County, Florida.

This instrument prepared by AND TO BE RETURNED TO:
CHRISTIE S. JONES
Notary, Bart, Inc., Attorneys at Law
A.D. Box 41788
St. Petersburg, Florida 33748

01 Cash 11.00
40 Rec 29.00
41-01 45.00 47.8.00
43 Int
44 Not 90.00
20.

Page 1

IV, V and VI, shall have an undivided share in the ownership of the common elements and the common surplus equal to one thirty-fourth (1/34th) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I, II, III, IV, V and VI (34) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I, II, III, IV, V and VI.

IN WITNESS WHEREOF, BARDIS CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardis Corporation of Pinellas County, d/b/a Bardmoor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 17th day of September, 1985.

WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties

BY: Richard M. Farrell
Richard M. Farrell
Vice President

ATTEST: Carol Way
Carol Way
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively, of BARDEN CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Barden Corporation of Pinellas County, d/b/a Bardmoor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg,
Pinellas County, Florida, this 17th day of September,
1988.

Notary Public
My Commission Expires:

Melnyk Profile, State of Florida at Large

G.A. 6086 PAGE 2030

**Signed, sealed and Delivered
in the Presence of:**

BARDEN CORPORATION, an Ohio corporation authorized to do business in the state of Florida as Barden Corporation of Pinellas County d/b/a Bardmoor Properties.

By: Richard M. Farrell
Richard M. Farrell
Its Vice President

Attest: Carol May
Carol May
Its Assistant Secretary

(Corporate Seal)

Before me, the undersigned, personally appeared RICHARD M. FARNELL and CAROLE WAY, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Barde Corporation of Pinellas County, Florida d/b/a Bardmoor Properties, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgages and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal this 17th day of September, 1985.

Donald H. Jameson
Notary Public

My Commission Expires: 11-2-54

[illegible]

LEGAL DESCRIPTION

0.4, 6085 AC 2031

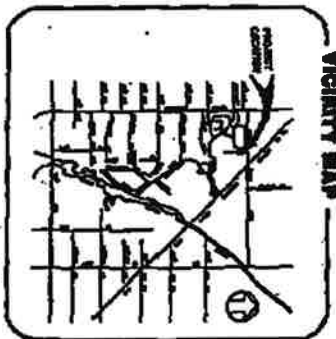
ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VI)

A tract of land lying in the Southwest 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 13, also being a point in the centerline of Bryan Dairy Road; thence leaving said centerline S 00°22'14" W, along the East line of said Southwest 1/4, for 50.00 feet to a point on the southerly right-of-way line of Bryan Dairy Road; thence N 89°47'52" W, along said right-of-way line, for 188.93 feet; thence leaving said right-of-way line S 00°12'08" W, for 215.92 feet; thence S 89°37'01" E, for 74.35 feet; thence S 00°02'53" W, for 98.46 feet to the POINT OF BEGINNING; thence S 84°08'14" E, for 40.00 feet; thence S 05°51'46" W, for 68.00 feet; thence N 84°08'14" W, for 83.00 feet; thence S 05°51'46" W, for 97.00 feet to a point on the northerly right-of-way line of Indian Hills Court, as recorded in the plat of BARDMOOR COUNTRY CLUB MOATS PHASE 2A, as recorded in Plat Book 85, page 85 of the Public Records of Pinellas County, Florida; thence along said right-of-way line N 84°08'14" W, for 63.50 feet; thence leaving said right-of-way line N 05°51'46" E, for 89.00 feet; thence N 84°08'14" W, for 40.50 feet; thence N 05°51'46" E, for 86.00 feet; thence S 84°08'14" E, for 147.00 feet to the POINT OF BEGINNING, and containing 0.46 acres, more or less.

(PHASE VI)

APPROX. 100,000 - 150,000 TO BE PROVIDED BY THE GOVERNMENT AND INDUSTRY, A SUBSIDIZED PRIZE TO

[illegible]

VICTIM MAP

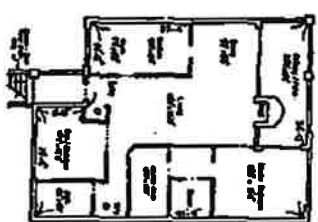
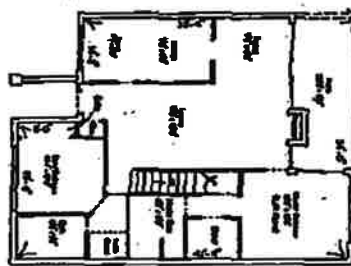
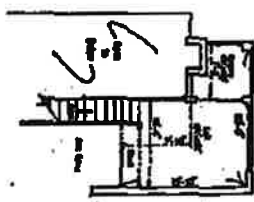
The subclinical body temperature effect on reaction to no body of fever, previously reported by the author, is a variable factor in the assessment of the magnitude of the fever response. The authors suggest that the assessment of the fever response should be based on the assessment of the fever response, and not on the assessment of the fever response.

THE JOURNAL OF THE

10-11-1964, 1964-1965

Richard M. Wallace
Robert L. Spencer
Industrial and Service Unit
State of Florida

(PHASE VI)
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 13 EAST
PINELLAS COUNTY, FLORIDA



Township	Type	
1		

11

GENERAL NOTE

Abstract

- [illegible]

City of Portland
Public Works

LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



85183037

D.A. 6063 PAGE 179

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP

OF
THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM
(PHASE I)
ADDING PHASE VII

AUG 30 3 01 PM '66

BARDER CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Barder Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5645, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE VII.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.

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

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and

B. One (1) residential building(s) containing eight (8) condominium units constructed on the aforescribed lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase VII (8 units) and recordation of this Amendment, each unit in Phases I, II, III,

Original Condominium Plats pertaining hereto are recorded in Condominium Plat Book 82, at Pages 110 through 112, inclusive, Public Records of Pinellas County, Florida.
Condominium Plats pertaining hereto are recorded in Condominium Plat Book 86, at Pages 115 through 117, inclusive, Public Records of Pinellas County, Florida.

This instrument prepared by SAO TO 22 OCTOBER 1966

ONE HUNDRED AND SEVENTY-NINE

RECEIVED, CIVIL DIV., AUGUST 31, 1966

P.S. Box 44100

ST. PETERSBURG, FLORIDA 33713

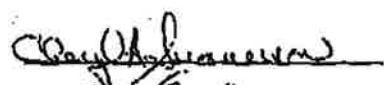

ST. PETERSBURG, FLORIDA 33713

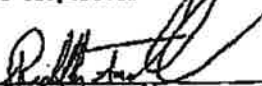
IV, V, VI and VII, shall have an undivided share in the ownership of the common elements and the common surplus equal to one forty-second (1/42nd) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I, II, III, IV, V, VI and VII (42) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I, II, III, IV, V, VI and VII.

IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 26th day of August, 1985.

WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmor Properties

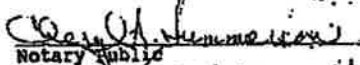



(Corporate Seal)

BY: 
Richard M. Farrell
Vice President
ATTEST: 
Carole Way
Assistant Secretary

STATE OF FLORIDA ;
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 26th day of August, 1985.


Notary Public
My Commission Expires: 10/1/87


JOINDER OF MORTGAGES

O.R. 6063 PAGE 181

BARDES CORPORATION, (hereinafter called "Mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Book 4739, Page 102, as Clerk's Instrument Number 78131737, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VII) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered in the Presence of:

BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida, as Bardes Corporation of Pinellas County, Florida d/b/a Bardmoor Properties.

Carol A. J. J. J. J.
Carol E. J. J. J. J.

By: *Richard M. Farrell*
Richard M. Farrell,
Its Vice President

Attest: *Carole Way*
Carole Way, Its
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

Before me, the undersigned, personally appeared RICHARD M. FARRELL and CAROLE WAY, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida, d/b/a Bardmoor Properties, who acknowledged before me that they as officers of said corporation, executed this Joinder of Mortgages and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of August, 1985.

Carol A. J. J. J. J.
Notary Public

My Commission Expires:

State of Florida at Large
Notary Public Seal 17, 1987
Notary Public Seal 17, 1987

/sab

LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VII):

A tract of land lying in the Southwest 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 13, also being a point in the centerline of Bryan Dairy Road; thence leaving said centerline S 00°32'14" W, along the East line of said Southwest 1/4, for 39.00 feet to a point on the southerly right-of-way line of Bryan Dairy Road; thence N 89°47'52" W, along said right-of-way line, for 168.93 feet; thence leaving said right-of-way line S 00°12'08" W, for 216.92 feet; thence S 89°57'01" E, for 74.35 feet; thence S 00°02'59" W, for 98.46 feet; thence S 84°08'14" E, for 40.00 feet; thence S 05°51'46" W, for 26.47 feet to the POINT OF BEGINNING; thence S 89°27'46" E, for 117.43 feet; thence S 09°15'48" W, for 68.34 feet; thence S 01°28'32" W, for 144.00 feet; thence N 88°31'29" W, for 90.00 feet to a point on the northerly right-of-way line of Indian Hills Court, as recorded in the plat of BARDMOOR COUNTRY CLUB NORTH PHASE 2A, as recorded in Plat Book 85, page 85 of the Public Records of Pinellas County, Florida, said point also being a point of intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 75.00 feet, a central angle of 85°36'46", an arc length of 112.07 feet and a chord bearing N 41°19'51" W, for 101.93 feet to the point of tangency; thence N 84°08'14" W, for 42.37 feet; thence leaving said right-of-way line N 05°51'46" E, for 97.00 feet; thence S 84°08'14" E, for 83.00 feet; thence N 05°51'46" E, for 41.53 feet to the POINT OF BEGINNING, and containing 6.73 acres, more or less.

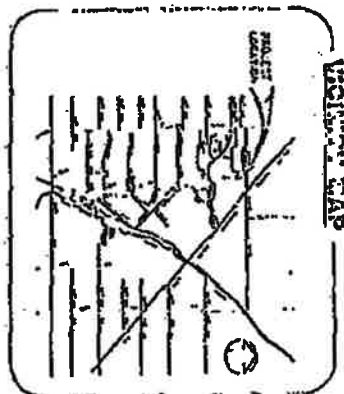
THE CLOISTERS AT LINDSBORO, A CONDOMINIUM (Phase VI) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA

ALL the property, and interests therein, in the CLOISTERS AT LINDSBORO, a condominium, lying within Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

The subject of a Declaration of Condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of May, 1974, in Book 10, Page 1, of the Public Records of Pinellas County, Florida, and being more particularly described as follows:

The subject of a Declaration of Condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of May, 1974, in Book 10, Page 1, of the Public Records of Pinellas County, Florida, and being more particularly described as follows:

The subject of a Declaration of Condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of May, 1974, in Book 10, Page 1, of the Public Records of Pinellas County, Florida, and being more particularly described as follows:



REMARKS: The subject of a Declaration of Condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of May, 1974, in Book 10, Page 1, of the Public Records of Pinellas County, Florida, and being more particularly described as follows:

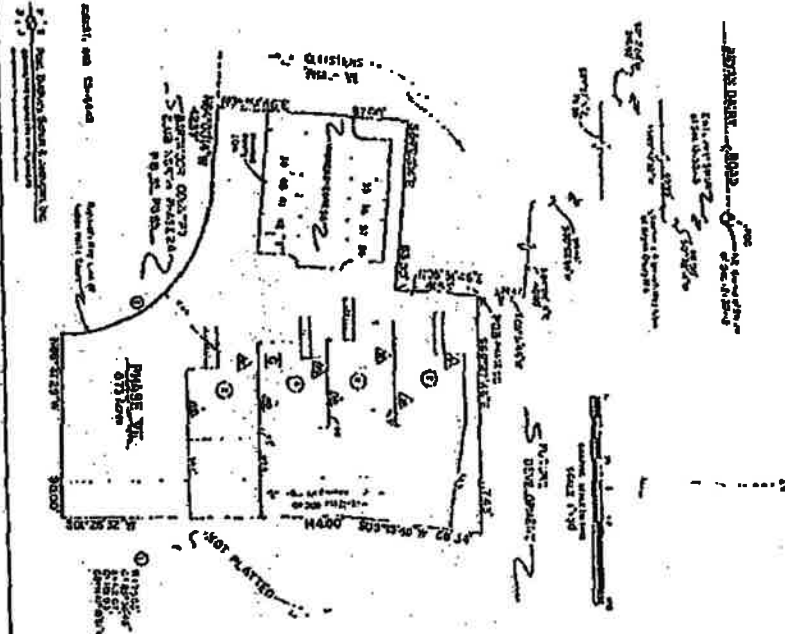
The subject of a Declaration of Condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of May, 1974, in Book 10, Page 1, of the Public Records of Pinellas County, Florida, and being more particularly described as follows:

The subject of a Declaration of Condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of May, 1974, in Book 10, Page 1, of the Public Records of Pinellas County, Florida, and being more particularly described as follows:

ASAT, 205 71-1432

Pinellas County, Florida

THE CLOISTERS AT BUNKER H CONDOMINIUM LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA

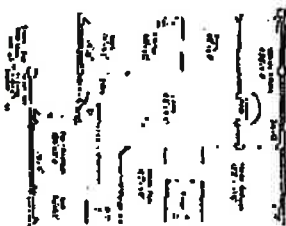


- PHASE II**
1. Existing building and site plan.
 2. Proposed building and site plan.
 3. Proposed building and site plan.
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 10. Proposed building and site plan.

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PHASE VI:

LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



Төрөл, хэмжээ 60х90х150 см

१५५०

2015-2016

QUESTION **ANSWER**

2. The purpose of this report is to provide information to the Commission on the progress of the work of the Commission on the subject of the Commission's report of 1964.

Source: The Contractor

2014年12月15日
 2014年12月15日

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AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
THE CLOISTERS AT BARDMOOR.
A CONDOMINIUM
(PHASE I)
ADDING PHASE VIII

CR 8105-1803

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5645, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ~~ADDING PHASE VIII.~~

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.
2. The following property is hereby submitted to the condominium form of ownership:
Recreational facilities consisting of the following:
 - A. A free-form swimming pool of approximately 625 square feet ranging in depth from three (3) to six (6) feet.
 - B. A free-form pool deck of approximately four thousand one hundred (4,100) square feet.
 - C. Men's and women's restrooms.
 - D. A square whirlpool with approximately sixty-four (64) square feet.
3. The improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof.
4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.
5. As Phase VIII of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, contains only the recreational facilities hereby submitted to condominium ownership, the percentage interest in the ownership of the common elements and common surplus of those units in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, which have been submitted to condominium ownership as of the date this

Original Condominium Plans pertaining hereto are recorded in Condominium Plat Book 82 at Pages 110 through 112, inclusive, Public Records of Pinellas County, Florida. Condominium Plans pertaining hereto are recorded in Condominium Plat Book 88, at Pages 8 through 10, inclusive, Public Records of Pinellas County, Florida.

This instrument prepared by (P) to (P) on (P) at (P)

P.B. No. 0100
Attest: (P) (P) (P)

Page 1

Notary Public
Pinellas County, Florida
JAN 31 12 05 PM '85


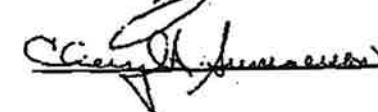
BAR8105WK 1806

Amendment is recorded in the Public Records of Pinellas County, Florida, shall not be adjusted or otherwise affected by this Amendment.

IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 9th day of October, 1985.


WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties

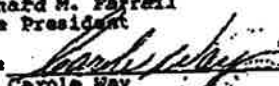



(Corporate Seal)

BY:


Richard M. Farrell
Vice President

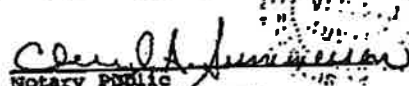
ATTEST:


Carole Way
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 9th day of October, 1985.


Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
P. J. ... 1985 MC

88-6105 PAGE 1605

JOINDER OF MORTGAGEE

BARDES CORPORATION, (hereinafter called "mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Book 4739, Page 102, as Clerk's Instrument Number 78131737, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered
in the Presence of:

BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida d/b/a Bardmoor Properties

By:

Richard M. Farrell,
Its Vice President

Attest:

Carole Way, Its
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) S

BEFORE ME, the undersigned, personally appeared RICHARD M. FARRELL and CAROLE WAY, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, Florida d/b/a Bardmoor Properties, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgage and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of October, 1985.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE

026105 1808

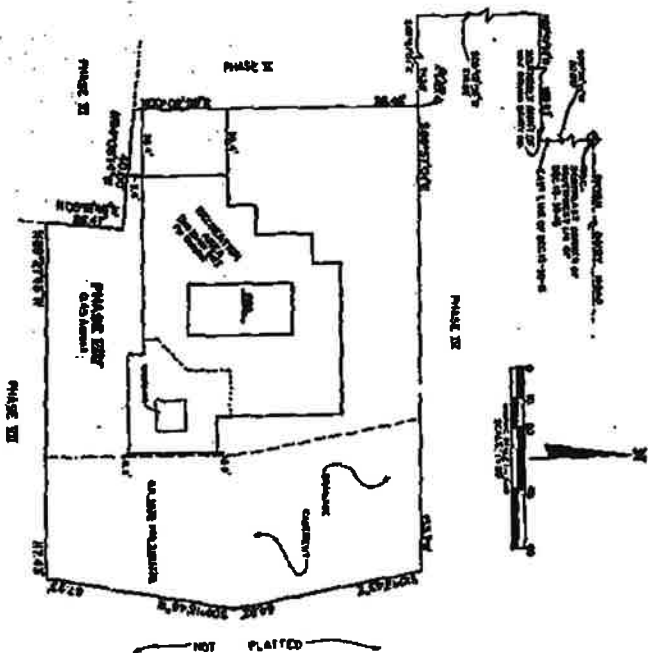
LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VIII)

A tract of land lying in the Southwest 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

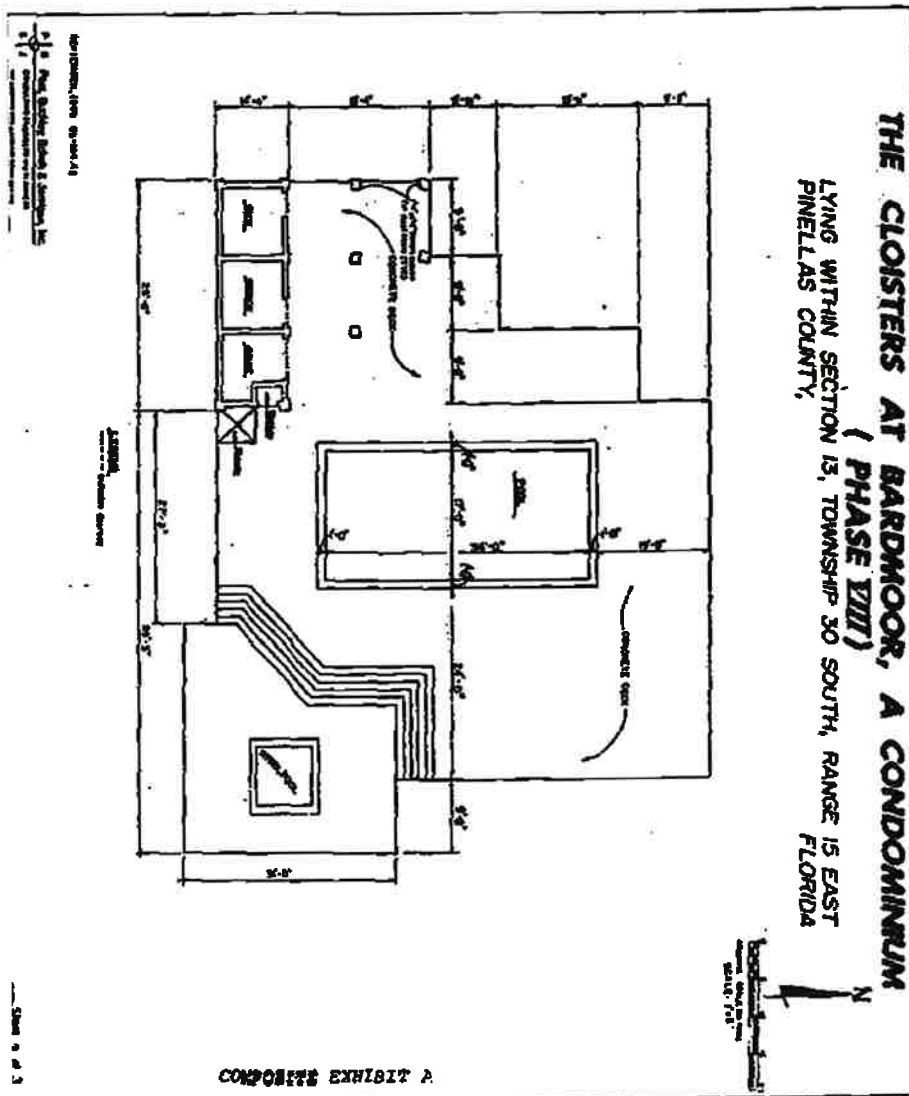
Commence at the Northeast corner of the Southwest 1/4 of Section 13, also being a point in the centerline of Bryan Dairy Road; thence leaving said centerline S 00°32'14" W, along the East line of said Southwest 1/4, for 50.00 feet to a point on the southerly right-of-way line of Bryan Dairy I 1st; thence N 88°47'52" W, along said right-of-way line, for 168.93 feet; thence leaving said right-of-way line S 00°12'08" W, for 116.52 feet; thence S 89°57'01" E, for 74.35 feet to the POINT OF BEGINNING; thence continue S 89°57'01" E, for 152.79 feet; thence S 10°13'43" E, for 64.52 feet; thence S 09°15'48" W, for 67.23 feet; thence N 89°27'46" W, for 117.43 feet; thence N 05°51'46" E, for 26.47 feet; thence N 84°08'14" W, for 40.00 feet; thence N 00°02'59" E, for 98.46 feet to the POINT OF BEGINNING, and containing 0.45 acres, more or less.

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM **(PHASE VIII)** LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



- NOTES:**
1. Building to be erected upon the site of the existing building.
 2. The building to be erected upon the site of the existing building.
 3. The building to be erected upon the site of the existing building.
 4. The building to be erected upon the site of the existing building.
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COMPOSITE EXHIBIT A



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Rec 200
De 1000
Int
Tot 600

86089572

O.R. 6199 PAGE 720

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM
(PHASE I)
ADDING PHASE V

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5645, page 226, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE V.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.
2. The following property is hereby submitted to the condominium form of ownership:
 - A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and
 - B. One (1) residential building(s) containing six (6) condominium units constructed on the aforescribed lands.
3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.
4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 12 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.
5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase V (6 units) and recordation of this Amendment, each unit in Phases I, II, III,

Original Condominium Plats pertaining hereto are recorded in the Public Records of Pinellas County, Florida, Pages 110 through 112, inclusive, Public Records of Pinellas County, Florida, 90. Condominium Plats pertaining hereto are recorded in Condominium Plat Book 115, inclusive. Public Records of Pinellas County, Florida, 117.

Karen F. Dettlacher
CLENN EXHIBIT COURT

This instrument prepared by and to be returned to:
CHRYSTIE S. JONES
By: [Signature], Clerk, at [Address]
P.O. Box 47100
St. Petersburg, Florida 33703

APR 3 1 41 PM '86

IV and V, shall have an undivided share in the ownership of the common elements and the common surplus equal to one twenty-eighth (1/28th) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I, II, III, IV and V (28) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I, II, III, IV and V.

IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 21st day of March, 1986.

WITNESSES:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties

Clayton A. Sumner
Christie D. Jones

BY:

Richard M. Farrell
Vice President

ATTEST:

Carole Way
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Richard M. Farrell and Carole Way, as Vice President and Assistant Secretary, respectively, of BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 21st day of March, 1986.

Clayton A. Sumner
Notary Public

My Commission Expires: Sept. 17, 1987

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
NOTARY PUBLIC STATE OF FLORIDA
6 HAWES HENRIKSEN & BOWEN, INC.

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE V) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ALL RIGHTS IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, PHASE V, LIES WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, PHASE V, IS A DEVELOPMENT OF FIVE CONDOMINIUM UNITS, EACH OF WHICH IS DESCRIBED AS FOLLOWS:

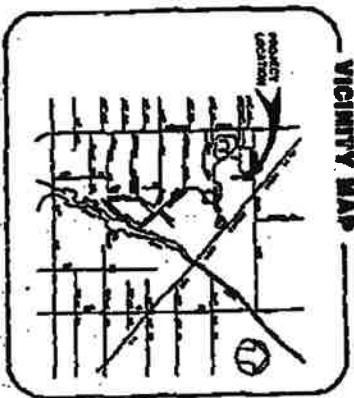
UNIT 1: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 2: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 3: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 4: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 5: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.



APPROX. 1980
P.L.S. THE BUREAU OF LAND MANAGEMENT
P.L.S. THE BUREAU OF LAND MANAGEMENT
P.L.S. THE BUREAU OF LAND MANAGEMENT

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ITY AND MAY BE ILLEGIBLE.

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, PHASE V, IS A DEVELOPMENT OF FIVE CONDOMINIUM UNITS, EACH OF WHICH IS DESCRIBED AS FOLLOWS:

UNIT 1: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 2: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 3: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

UNIT 4: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

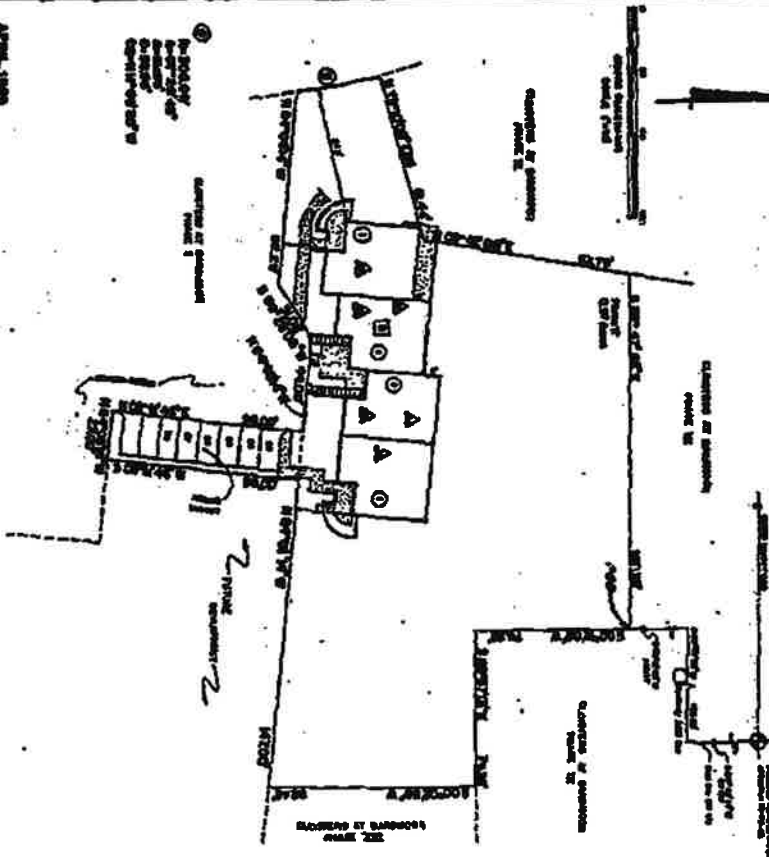
UNIT 5: A certain lot of land, more or less, situated in Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, and containing approximately 0.10 acre of land, more or less, and all the right and interest therein, together with all the right and interest in and to the common areas and facilities of the condominium, as more fully described in the Declaration of Condominium for the Cloisters at Bardmoor, a condominium, filed for record in the Public Records of Pinellas County, Florida, on or about the 1st day of January, 1980, and as the same may hereinafter be amended, supplemented or modified.

08-186,06
Doc 1 of 3

EXHIBIT "A"

(PHASE V)

LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



- [illegible]

(PHASE V)

FLORIDA



THE

[illegible]

THE UNIVERSITY OF CHICAGO PRESS

PINELLAS COUNTY FLA.
INST # 90-067369

*** OFFICIAL RECORDS ***
BOOK 7227 PAGE 1290

CORRECTIVE AMENDMENT TO THE
AMENDMENTS TO DECLARATION
OF CONDOMINIUM OWNERSHIP

OF
THE CLOISTERS AT BARDMOOR
A CONDOMINIUM (PHASE I)
ADDING PHASES II, III, IV, V,
VI, VII, AND VIII

RECORDING
1500

WHEREAS, the original Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium (Phase I), was duly made and recorded on February 11, 1985 in Official Records Book 5931, pages 612 to 704, inclusive, and the plat thereof was recorded in Condominium Plat Book 82, pages 110 to 112, inclusive, of the Public Records of Pinellas County, Florida; and

WHEREAS, Amendments to the Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium (Phase I), Adding Phases II, III, IV, V, VI, VII, and VIII were duly made and recorded and the plats thereof were recorded in the Public Records of Pinellas County, Florida, as follows:

Phase	Date	O.R. Book/Pages	Condominium Plat Book/Pages
II	06/03/85	6004/1080-1086	86/77-79
III	06/17/85	6014/610-616	85/3-5
IV	07/31/85	6044/115-120	86/33-35
V	04/03/86	6199/720-724	90/115-117
VI	10/02/85	6086/2028-2034	87/65-67
VII	08/30/85	6065/179-185	86/115-117
VIII	10/31/85	6105/1603-1609	88/8-10

WHEREAS, each of said Amendments recited incorrect recording data for the original Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium (Phase I), in the introductory paragraphs of said Amendments; and

WHEREAS, The Cloisters at Bardmoor Condominium Association, Inc. desires to amend all of said Amendments, by obtaining an affirmative vote of the majority of the members of the Association. This Corrective Amendment will correct this error in the recording data for the Declaration of Condominium Ownership;

NOW, THEREFORE, the introductory paragraphs of each of said Amendments to the Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium (Phase I), Adding Phases II, III, IV, V, VI, VII, and VIII be and the same are hereby amended, as follows:

1. AMENDMENT ADDING PHASE II:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE II.

2. AMENDMENT ADDING PHASE III:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of

This instrument prepared by AND TO BE RETURNED TO
NICHOLAS F. LANG
Barragite, Flor. Et AL, Attorneys at Law
A Professional Association
P.O. Box 41100 880 Tyrone Boulevard
St. Petersburg, Florida 33743

KARLEEN F. DEBLAKER, CLERK
MAR 13, 1990 4:19PM

PLAT BOOK 84
PAGES 77-79.
PAGES 33-35.
PLAT BOOK 86

*** OFFICIAL RECORDS ***
BOOK 7222 PAGE 1281

Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE III.

3. AMENDMENT ADDING PHASE IV:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE IV.

4. AMENDMENT ADDING PHASE V:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE V.

5. AMENDMENT ADDING PHASE VI:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE VI.

6. AMENDMENT ADDING PHASE VII:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE VII.

7. AMENDMENT ADDING PHASE VIII:

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5931, pages 612 to 704, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE VIII.

*** OFFICIAL RECORDS ***
BOOK 7222 PAGE 1202

IN WITNESS WHEREOF, THE CLOISTERS AT BARDMOOR
CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for
profit, has caused this Corrective Amendment to the Declaration
of Condominium Ownership to be signed in its name by its
President, the Corporate Seal affixed and attested to by its
Secretary, this 7th day of March, 1990, in Pinellas
County, Florida.



THE CLOISTERS AT BARDMOOR
CONDOMINIUM ASSOCIATION, INC.

By: Bob Lippman
President

Attest: M. Jacob
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss:

I HEREBY CERTIFY that on the 7th day of March, 1990,
before me personally appeared Bob Lippman,
respectively, of THE CLOISTERS AT BARDMOOR CONDOMINIUM
ASSOCIATION, INC., a Florida corporation not for profit,
known to be the persons described in and who executed the
foregoing Corrective Amendment and acknowledged the
thereof to be their free act and deed as such officers,
uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and
aforesaid, the day and year last above written.

Leopoldo Way
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
BY COMMISSION EXPIRES OCT. 1, 1990.
Provide this Notary Public with a valid

26066131 NSB 03-13-90 15:50:51
RECORDING 1 \$15.00
TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00