

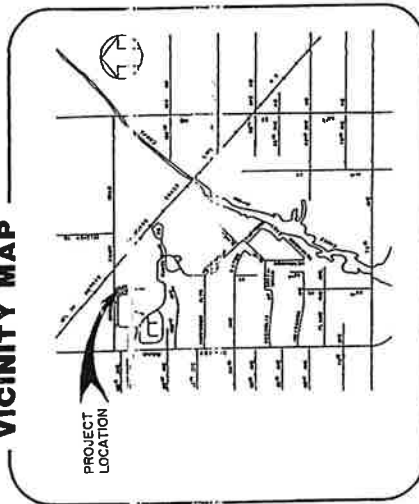
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ALL LANDS TO BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I)

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:

[illegible]

VICINITY MAP

[illegible]

INSURVEYORS CERTIFICATE

1. I, the undersigned, hereby certify that on this day of February, 1988, the property described in the Declaration of Condominium was surveyed and the legal description of the units to be included in the Declaration of Condominium was ascertained. The Declaration of Condominium (PHASE II) was surveyed and staked and the boundaries of the units were established. I further certify that the construction of the units was in accordance with the Declaration of Condominium and that the material, together with the improvements are substantially complete so that the material, together with the improvements are ready for occupancy. I represent that the construction of the units is in accordance with the Declaration describing the condominium property as an accurate representation of the actual construction of the units. I represent that the location and dimensions of the common elements and each unit are as determined from these materials.

P B Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERING AND PLANNING

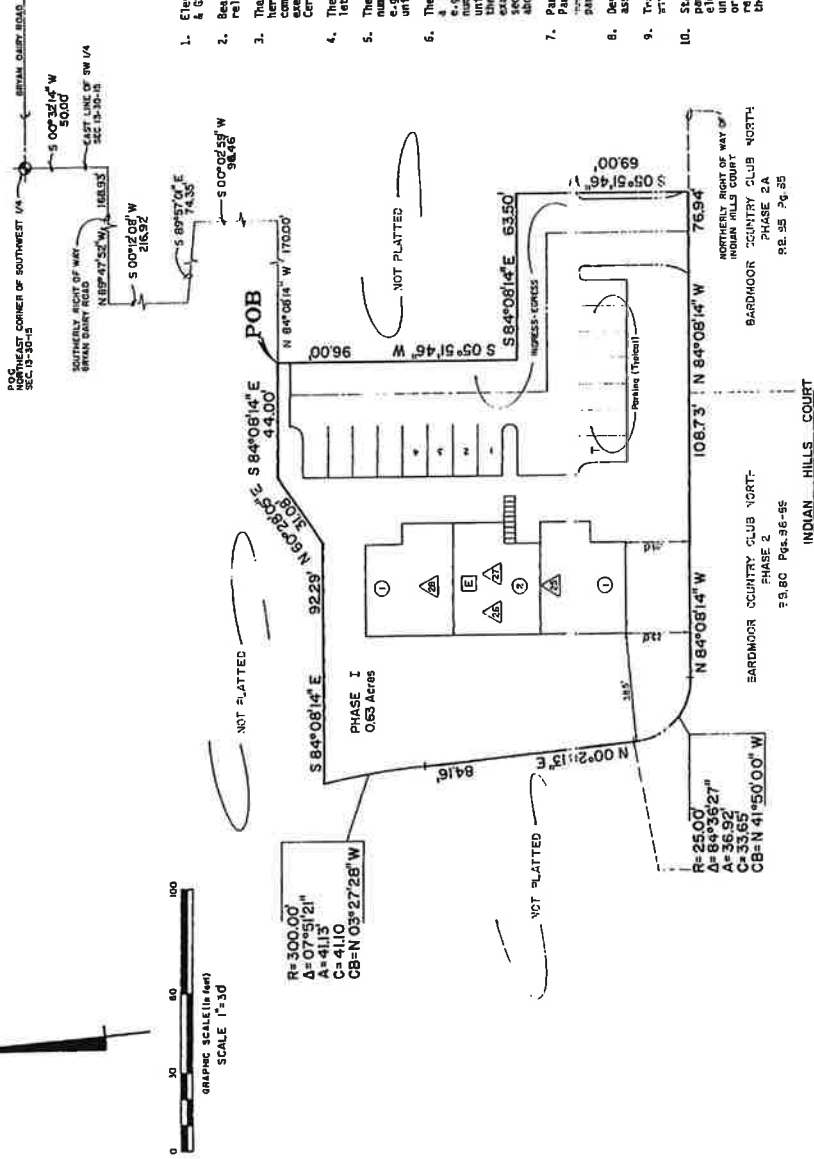
534-184.42
FEB. 1985

William G. Shane
WILLIAM G. SHANE
Professional Land Surveyor #2513
State of Florida

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I)

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

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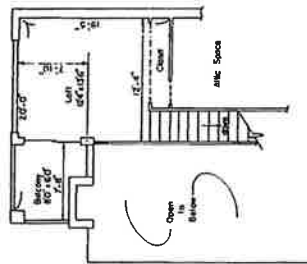


SURVEYOR'S NOTES

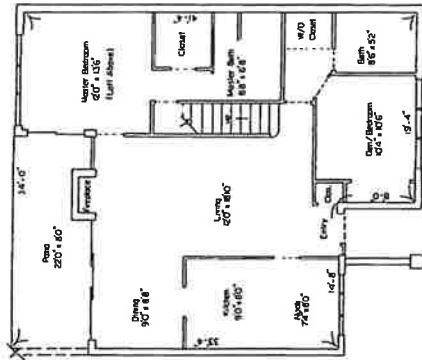
1. Elevations shown are based on USC & GS mean sea level datum.
2. Bearings shown hereon are relative to an assumed datum.
3. The proposed improvements shown hereon will be substantially completed and the Surveyor's Certificate on Sheet 1 of 3.
4. The building is designated as a letter within a box, e.g., [E].
5. The unit type is designated as a number within a box, e.g., [1] (See Sheet 3 of 3 for unit floor plans).
6. The unit number is designated as a number within a triangle, e.g., 21; where two unit numbers are shown within one unit, the first number designates the first floor unit. For example, unit number 21 is a second floor unit and is directly above unit number 21.
7. Parking spaces are 10'x20'. Parking spaces shown hereon with parking spaces.
8. Developer reserves the right to assign covered parking spaces.
9. Trash container areas are shown with 4'x 8'x 8' dimensions.
10. Stairways and assigned covered parking spaces are limited to those elements appurtenant to those units to which they are assigned. No other units are restricted to the units to which they are assigned or abut.

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I)

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

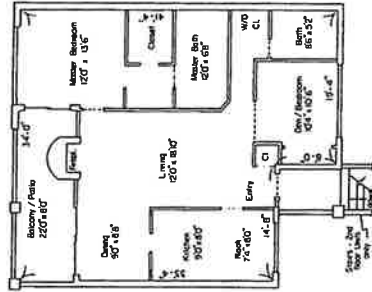


LOFT
2nd Floor



Townhouse
Type 1

LEGEND
--- 0'0" x 0'0" indicates dimensions
--- 0'0" x 0'0" indicates dimensions
--- 0'0" x 0'0" indicates dimensions



Flat
Type 2

GENERAL NOTES

- The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on the existing conditions and are subject to change during construction. Field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
- All boundary walls are common elements.
- Common elements are those portions of the condominium property that are located within the individual condominium units or the limited common elements.

EXISTING Floor Elevations		
UNIT	No.	Elevation
25		18.00
26		18.00
27		27.00
28		10.00

1080 -
IS RECORDED IN

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

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 Section 14, of said Section 12, also being a point on the eastward line of Bryan Township, thence S 0° 32' 14" W, along the East line of said Southwest 1/4, for 40.00 feet to the point of BEGINNING; thence S 89° 47' 52" E, along said right-of-way line, for 330.15 feet to the southerly right-of-way line of Bryan David Road; thence N 89° 47' 52" E, along said right-of-way line, for 330.15 feet to the point of BEGINNING; thence leaving said right-of-way line, thence S 89° 16' 59" W, for 31.44 feet to the point of radial intersection with the centerline of Bryan David Road; thence S 89° 16' 59" W, for 31.44 feet to the point of radial intersection with the centerline of Bryan David Road; thence northwesterly along the arc of said circle, having a radius of 200.00 feet, to the point of BEGINNING; thence N 52° 18' 52" E, along the arc of said circle, having a radius of 200.00 feet, a central angle of 74° 54' 01", an arc length of 393.53 feet and a chord bearing N 52° 18' 52" E, for 393.53 feet to the point of BEGINNING; thence N 0° 47' 28" E, for 40.00 feet to the point of the point of BEGINNING; thence N 0° 47' 28" E, for 40.00 feet to the point of the point of BEGINNING; thence S 42° 52' 2" E, along said right-of-way line, for 343.12 feet to the POINT OF BEGINNING, and containing 1.11 acres, less or more.

1885, the property described herein under the name of THE BARDENFLOOR, A CONDOMINIUM PHASED was surveyed and staked and the dimensions and angles are correct. I further certify that the construction of the improvements is substantially complete so that the material, together with the improvements of the declaration describing the condominium property, is a true and accurate representation of the location and dimensions of each unit and the common elements and common areas of the condominium of the common elements and each unit as determined from these materials.

2 | 0 Ernst Buckleby Schuch & Jomjan, Inc.

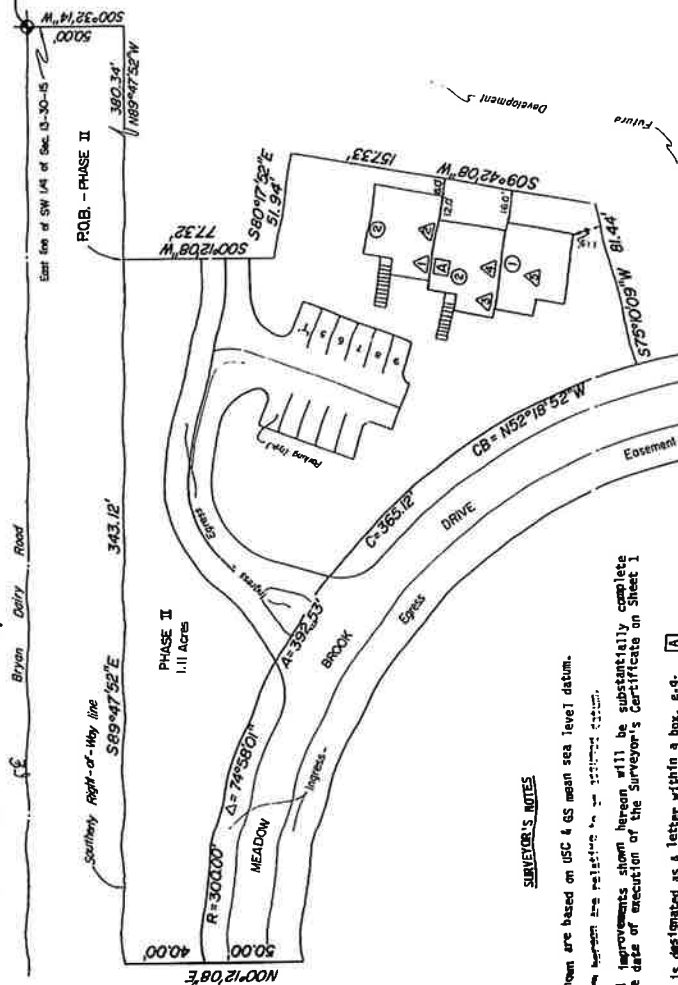
CONVULSIONS AND FLUTTERING

Page 1 of 3

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE II)

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

P.O.C. - Northeast Corner of SW 1/4 of
Section 13 - Twp. 30 S - Range 15 E



SURVEYOR'S NOTES

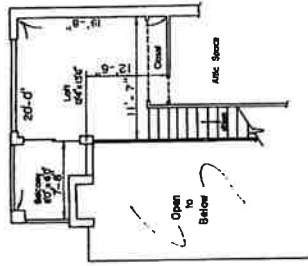
- Elevations shown are based on USC & GS mean sea level datum.
- Measurements shown herein are relative to an assumed datum.
- The proposed improvements shown herein will be substantially complete effective the date of execution of the Surveyor's Certificate on Sheet 1 or 3.
- The building is designated as a letter within a box, e.g. **A**.
- The unit type is designated as a number within a circle, e.g. **1** (See Sheet 3 of 3 for unit floor plans).
- The unit number is designated as a number within a triangle, e.g. **Δ**; the first two unit numbers shown within a circle, the third unit number designates the first floor unit. For example, unit number **Δ** is a second floor unit and is directly above unit number **Δ**.
- Parking spaces are 10'x20'. Parking spaces shown herein with numbers within them are covered parking spaces.
- Developer reserves the right to assign covered parking spaces.
- Trash containers are shown with "T" and are 11.5'x20'.
- Stairways and assigned covered parking spaces are limited common elements appurtenant to those units to which they are assigned or abut, the use of which is restricted to the units to which they are assigned or abut.

MAY, 1985 05-184, 42

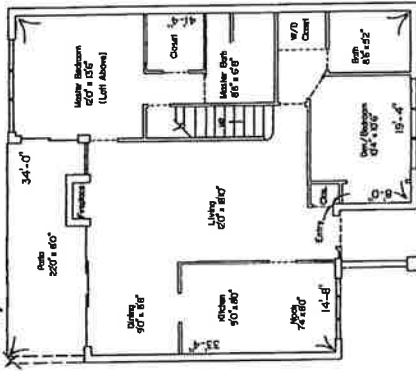
Post Buckley Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND PLANNERS
1000 15th Street, N.W.
Washington, D.C. 20004

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE II)

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



LOFT
2nd Floor



1st Floor

Townhouse Type 1

Flat Type 2

LEGEND

Indicates doorway
(doo' x doo') Indicates approximate room dimensions

GENERAL NOTES

- The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by the Design Advocates, Inc., and are field checked by Post, Buckley, Schuh & Jernigan, Inc. These dimensions are approximate and do not constitute a warranty of accuracy. Field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
- All boundary walls are common elements.
- Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.
- Second floor elevation is 9'-0" above first floor elevation.

Existing Floor Elevations	
Building A	Elevation
Unit 1	18.65
Unit 2	18.67
Unit 3	18.69
Unit 4	18.71
Unit 5	18.73

MAY, 1985 05-164.42

Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND PLANNERS
and associated with Architects Robert H. H. H.

**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE III)**

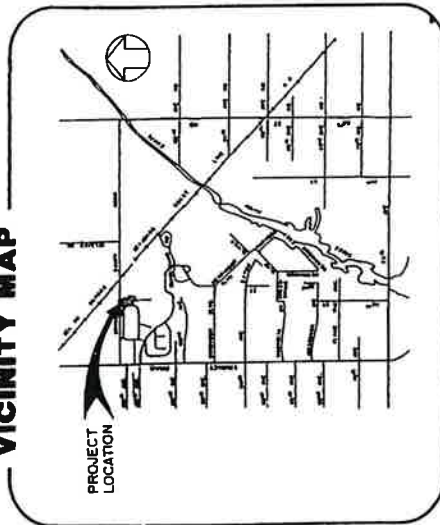
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

**LEGAL DESCRIPTION - ALL LANDS TO BE INCLUDED IN THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM (PHASE 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:

[illegible]

VICINITY MAP



MAY 1989 05-16442

Post, Buckley, Schuh & Jernigan, Inc.

CONFIDENTIAL

[illegible]

SURVEYOR'S CERTIFICATE

hereby certify that on this 15 day of July, 1985, the property described in the foregoing is the same as that described in the LEGAL DESCRIPTION of the above LEGAL DESCRIPTION - ALL LANDS TO BE INCLUDED IN THE CONDOMINIUM UNDER THE HEADLINE. CLUSTERS AT EARDWOOD, A CONDOMINIUM (PHASE II) was surveyed and marked and that the dimensions and angles are correct. I further certify that the construction of the improvements are substantially complete so that the material, together with the improvements of the declarant describing the condominium property is an accurate representation of the location and dimensions of the improvements of each unit, and that the same can be determined from the common dimensions of each unit, and can be distinguished from these materials.

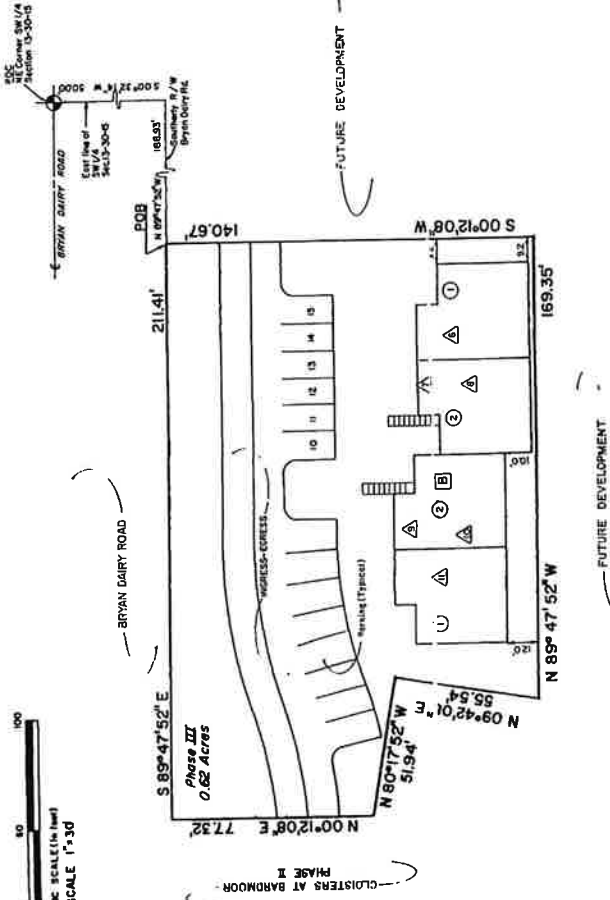
Henry R. Montgomery
Professional Land Surveyor #2159
State of Florida

Sheet 1 of 3

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KATHLEEN F. BILKINER
Cait Credit Coun
10000
10000

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE III)

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

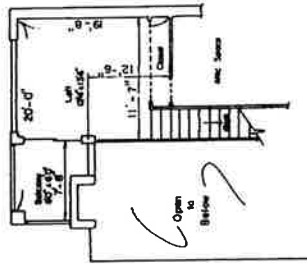


SURVEYOR'S NOTES

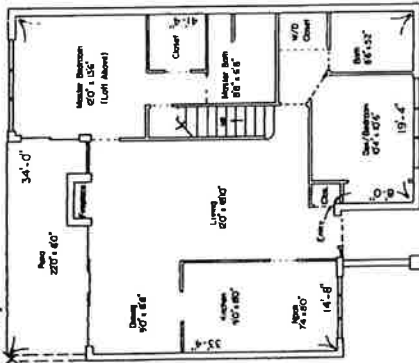
1. Elevations shown are based on USC & GS mean sea level datum.
2. Bearings shown hereon are relative to an assumed datum.
3. The proposed improvements shown hereon will be substantially completed effective the date of execution of the Surveyor's Certificate on Sheet 1 of 3.
4. The building is designated as a letter within a box, e.g. [B].
5. The unit type is designated as a number within a circle, e.g. ① (See Sheet 3 of 3 for unit floor plans).
6. The unit number is designated as a number within a triangle, e.g. Δ; where two unit numbers are shown within one unit, the first number designates the first floor unit and the second floor unit and is directly above unit number Δ.
7. Parking spaces are 10'x20'. Parking spaces shown hereon with numbers within them are covered parking spaces.
8. Developer reserves the right to assign covered parking spaces.
9. Trash container areas are shown with "T" and are 11.5'x20'.
10. Stairways and assigned covered parking spaces are indicated by numbers to which they are assigned or about, the use of which is restricted to the units to which they are assigned or about.

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE III)

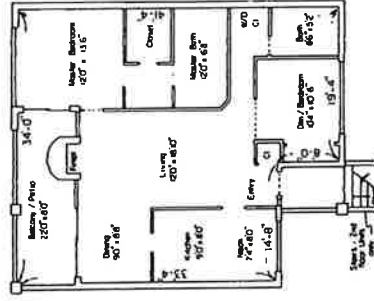
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LOFT
2nd Floor



1st Floor



Townhouse Type 1

Flat Type 2

GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on drawings, and are not intended to be used for construction. During construction, field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
2. All boundary walls are common elements.
3. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.
4. Second floor elevation is 9'-0" above first floor elevation.

LEGEND
--- indicates doorway
(000' x 000') indicates approximate room dimensions

Proposed First Floor Elevations

Building B	Elevation
Unit 6	18.24'
Unit 7	18.24'
Unit 8	27.65'
Unit 9	18.26'
Unit 10	27.94'
Unit 11	18.24'

MAY 1985 05-164.42

Paul Buckley, Schun & Jernigan, Inc.
CONSULTING ENGINEERING AND PLANNING
1000 1st Avenue North, Suite 200, St. Petersburg, FL 33701

**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE VII)**

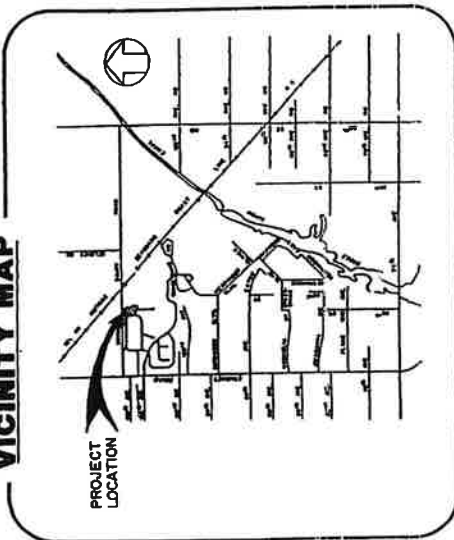
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ALL LANDS TO 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:

[illegible]

VICINITY MAP



INSURVEYORS CERTIFICATE

herby certify that on this 26 day of August, 1985, the property described in the foregoing plat, and the improvements thereon, together with the LEGAL DESCRIPTION OF ALL LANDS TO BE INCLUDED BY THE CLOSURES AT BARDMOOR, A CONDOMINIUM (PHASE 3) WAS SURVEYED AND SAKED AND THE DIMENSIONS AND ANGLES ARE CORRECT. I FURTHER CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE DIMENSIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND OF EACH UNIT, AND THE DIMENSIONS OF THE COMMON ELEMENTS OF THE CONDOMINIUM AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

AUGUST, 1985 03-164.42

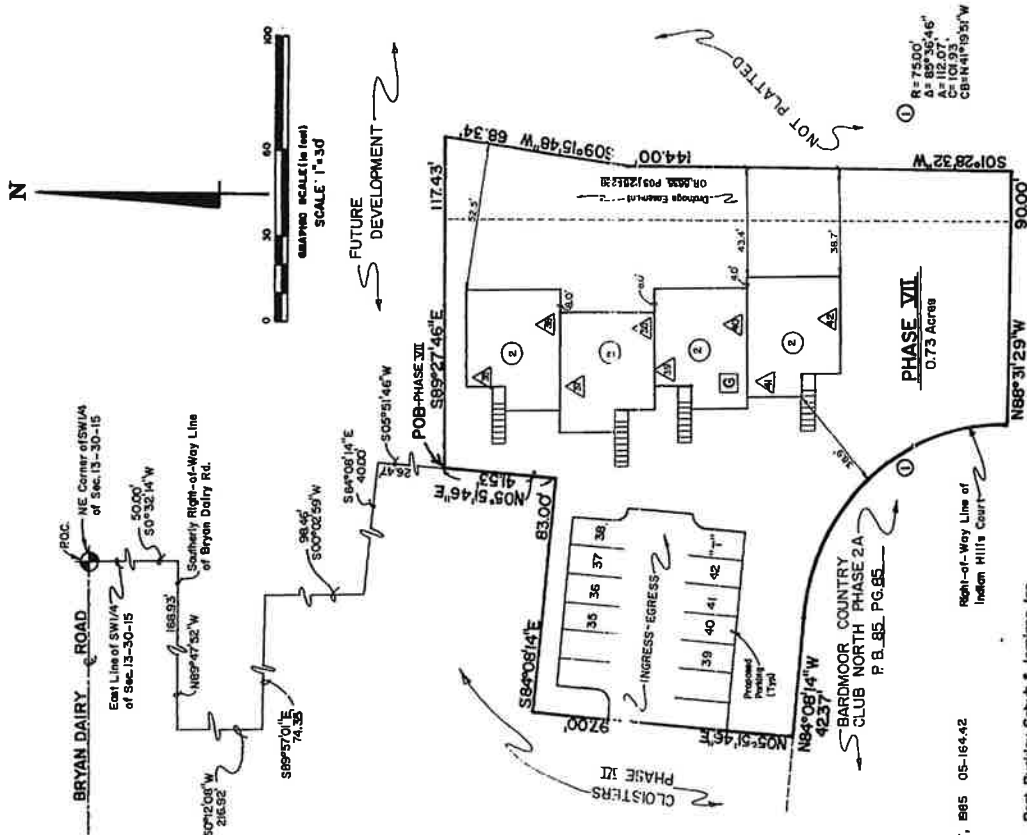
B Post, Buckday Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND ARCHITECTS

[illegible]

Sheet 1 of 3

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VII)

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



SURVEYOR'S NOTES

- Elevations shown are based on N.G.V.D. 1985.
- Bearings shown hereon are relative to an assumed datum.
- The proposed improvements shown hereon are intended to be completed effective the date of execution of the Surveyor's Certificate on Sheet 1 of 3.
- The building is designated as a letter within a box, e.g. A .
- The unit type is designated as a number within a circle, e.g. C . (See Sheet 3 of 3 for unit floor plans)
- The unit number is designated as a number within a triangle, e.g. $\Delta 35$; where two unit numbers are shown within one unit, the lower number denotes the first floor unit and the upper number denotes the second floor unit and is directly above unit number $\Delta 35$.
- Parking spaces are 10'x20'. Parking spaces shown hereon with numbers within them are covered parking spaces.
- Developer reserves the right to assign covered parking spaces.
- Trash container areas are shown with "T" and are 11.5'x20'.
- Stairways and assigned covered parking spaces are limited to those units to which they are assigned or abut, the use of which is restricted to the units to which they are assigned or abut.

① R=7500'
Δ=109°35'46"
C=103.91'
CB=N41°19.51'W

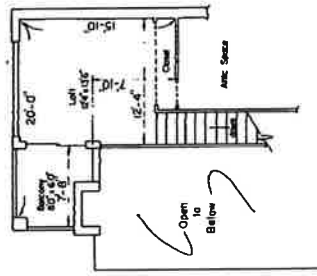
AUGUST, 1985 05-164.42

P B Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND PLANNERS

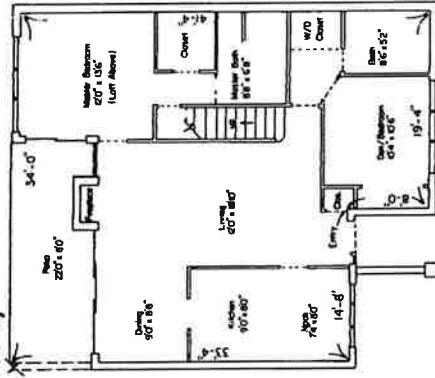
ALL IMPROVEMENTS SHOWN HEREON ARE SUBJECT TO

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VII)

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

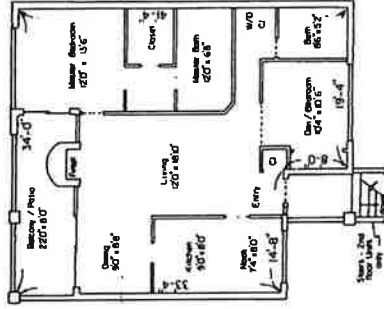


LOFT
2nd Floor



1st Floor

Townhouse Type 1



Flat Type 2

LEGEND
--- indicates doorway
(0'0" x 0'0") indicates approximate room dimensions

GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by The Design Advocates, Inc., and are field checked by Post, Buckley, Schuh & Jernigan, Inc., during construction. Field dimensions are in substantial compliance with the drawings, plans, and data, except for minor deviations due to normal construction practices.
2. All boundary walls are common elements.
3. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.

Existing Floor Elevations	
Unit No.	Elev.
35	18.21'
36	27.45'
37	18.17'
38	18.15'
39	18.15'
40	27.40'
41	18.15'
42	27.46'

AUGUST, 1985 05-164.42

85158040

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE IV)

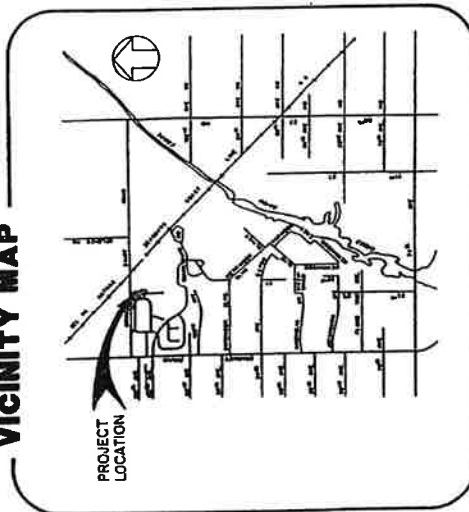
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ALL LANDS TO BE INCLUDED IN THE CLOISTERS AT BARDMOOR,
A CONDOMINIUM (PHASE IV)

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° 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 18.92 feet to the POINT OF BEGINNING; thence leaving said right-of-way line S 00° 48' 56" E, for 48.32 feet; thence S 28° 37' 01" E, for 141.37 feet; thence S 10° 13' 43" E, for 44.78 feet; thence N 85° 57' 01" W, for 216.14 feet; thence S 89° 47' 52" E, along said right-of-way line, for 150.01 feet to the POINT OF BEGINNING, and containing 0.92 acre, more or less.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I hereby certify that on this 17 day of June, 1985, the property described herein was surveyed and the legal description of the same was prepared and that the dimensions and angles are correct. I further certify that the construction of the improvements are substantially complete so that the material, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements and of each unit and that the identification, location and dimensions of the common elements and each unit can be determined from these materials.



Henry B. King
Professional Land Surveyor 82150
State of Florida

JUNE, 1985 05-16442

Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND PLANNERS

and performed these calculations. Author: David Lee

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE IV)

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

POC - Northwest Corner of SW 1/4 of
Section 13 - Twp. 30S - Range 15E
East Line of SW 1/4 of
Sec. 13 - 30 - 15

BRYAN DAIRY ROAD

Southerly Right-of-Way
Line Bryan Dairy Rd.

POB

150.01'

S89°47'52"E

216.92'

S00°32'14"W

50.00'

N89°47'52"W

48.32'

S00°49'56"E

141.97'

S28°57'01"E

44.76'

S10°13'43"E

228.14'

N89°57'01"W

24.0'

N00°12'08"E

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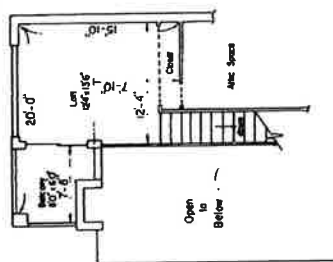
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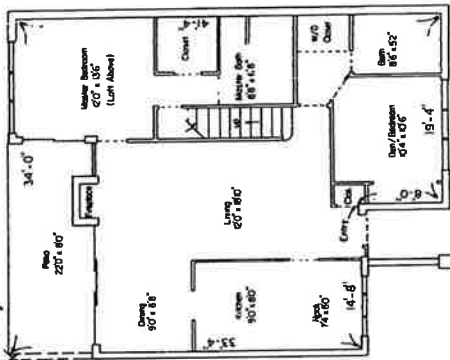
18.0'

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE IV)

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

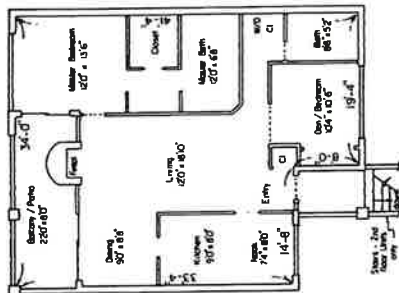


LOFT
2nd Floor



1st Floor

Townhouse Type 1



Flat Type 2

LEGEND

----- Indicates doorway
(0'0" x 0'0") Indicates approximate room dimensions

GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by The Design Advocates, Inc., and are field checked by Post, Buckley, Schuh & Jernigan, Inc., during construction. Field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
2. All boundary walls are common elements.
3. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.

Existing Floor Elevations

UNIT No.	Elevation
C-12	17.60
C-13	25.93
C-14	17.62
C-15	25.93
C-16	17.60
C-17	25.93
C-18	17.66
C-19	26.11

JUNE 1985 05-165.42

Post Buckley Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND PLANNERS
1000 1st Avenue, Suite 1000, St. Petersburg, Florida 33701

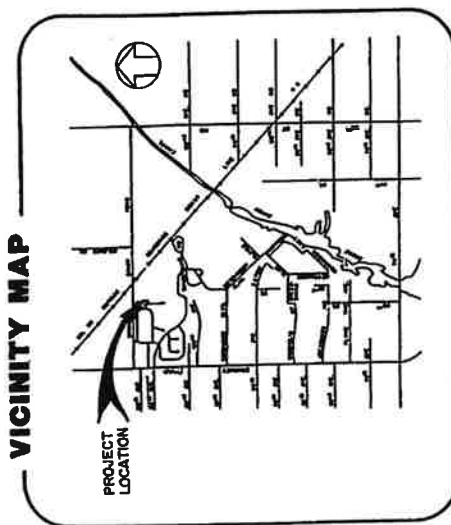
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VI)

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

**LEGAL DESCRIPTION - ALL LANDS TO BE INCLUDED IN THE CLOVERS 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 Southeast 1/4 of Section 13, also being a point on the centerline of Bryan Ditch; thence South 89° 57' 01" W. along the East line of said Southwest 1/4, for 50.00 feet to a point on the boundary line of said Southwest 1/4, thence South 89° 57' 01" W. along said right-of-way line, for 188.03 feet; thence leaving said right-of-way line S 0° 13' 03" W., along said right-of-way line, for 74.35 feet; thence S 89° 57' 01" W., for 216.92 feet; then N 88° 4° E, for 40.00 feet; thence S 0° 55' 48" W., for 30.07 feet to the POINT OF BEGINNING; thence S 14° 08' 14" W., for 17.00 feet to a point on the boundary line of said line of Indian Hills Court, as recorded in the plat of BARNHARTT COUNTRY, thence along said right-of-way line of Indian Hills Court, as recorded in the plat of BARNHARTT COUNTRY, thence along said right-of-way line, for 83.00 feet; thence S 95° 51' 49" W., for 74.00 feet to a point on the boundary line of said line of Indian Hills Court, as recorded in the plat of BARNHARTT COUNTRY, thence along said right-of-way line, for 105° 51' 49" W., for 69.00 feet; thence N 84° 08' 14" W., for 40.50 feet; thence S 0° 55' 48" W., for 54.00 feet; thence S 84° 08' 14" E., for 147.00 feet to the POINT OF BEGINNING, and containing 0.46 acres, more or less.



CERTIFICATE FOR PHASE CONDOMINIUM

The undersigned, being a duly qualified and licensed architect in the State of Florida, and being duly sworn, depose and say that the undersigned, on or about July 10, 2014, at the County of Duval, State of Florida, was present at the construction of the improvements comprising Phase VI of the CLOISTERS AT BARMONDUM, A CONDOMINIUM (PHASE VI) is substantially complete so that the material together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and is able to be identified, located and distinguished from the common elements and of each unit within Phase VI and can be determined from these materials.

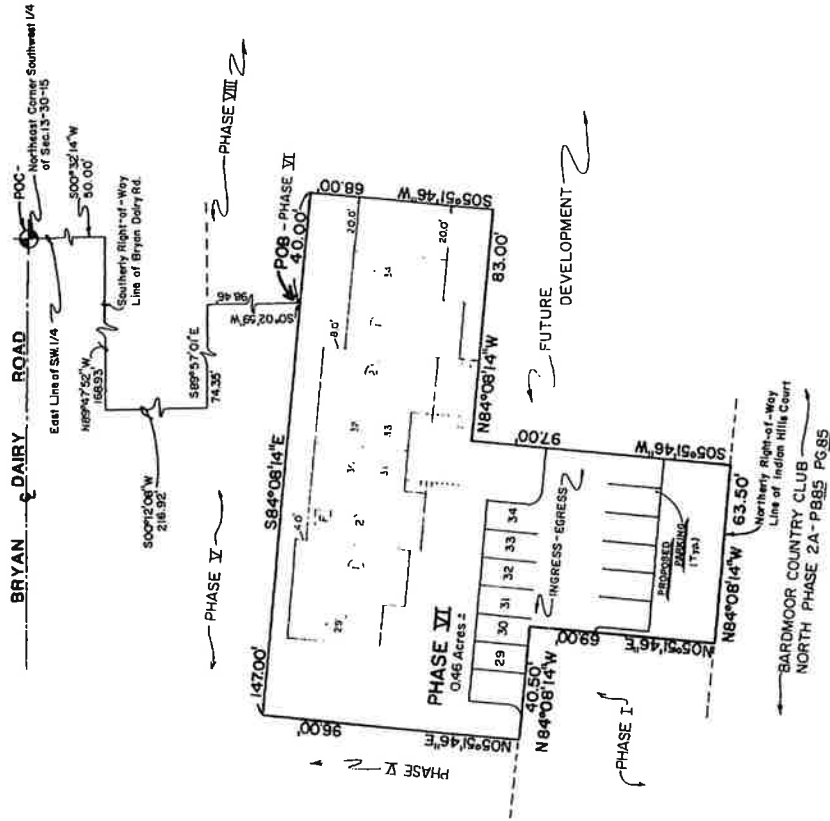
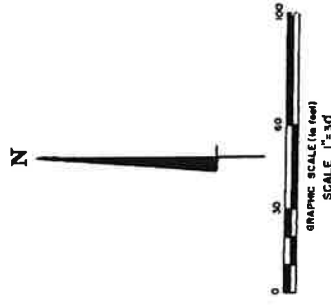
SEPTEMBER, 1985 05-164.42

P. B. Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS AND PLANNERS

Richard L. McComar
Richard L. McComar
Professional Land Surveyor
State of Florida

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VI)

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



SURVEYOR'S NOTES

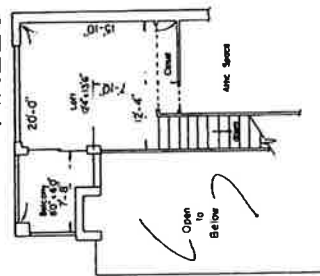
1. Elevation shown are based on N.G.V.D.
2. Bearings shown hereon are relative to an assumed datum.
3. The proposed improvements shown hereon will be substantially complete effective the date of execution of the Surveyor's Certificate on Sheet 1 of 3.
4. The building is designated as a letter within a box, e.g., [E].
5. The unit type is designated as a number within a circle, e.g., (1). (See Sheet 3 of 3 for unit floor plans)
6. The unit number is designated as a number within a triangle, e.g., 29. Units shown hereon are shown within one unit, the lower number denotes the first floor unit. For example, unit number 29 is a second floor unit and is directly above unit number 28.
7. Parking spaces are 10'x20'. Parking spaces shown hereon with numbers within them are covered parking spaces.
8. Developer reserves the right to assign covered parking spaces.
9. Trash container areas are shown with "T" and are 11.5'x20'.
10. Stairways and assigned covered parking spaces are limited common elements appurtenant to those units which they are assigned or about the use of which is restricted to the units to which they are assigned or about.

SEPTEMBER, 1985 05-164.42

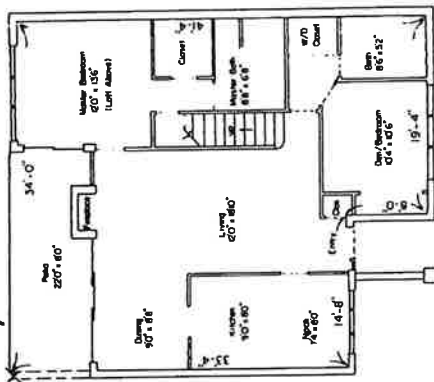
P B Post Buckley Schuh & Jernigan, Inc.
 S J CONSULTING ENGINEERS AND PLANNERS
 10000 N. 15th Avenue, Suite 100, Tampa, FL 33607

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VI)

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

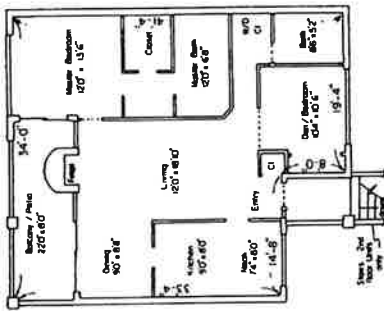


LOFT
2nd Floor



1st Floor

Townhouse Type 1



Flat Type 2

LEGEND
--- Indicates doorway
(000' ± 000') Indicates approximate room dimensions

GENERAL NOTES

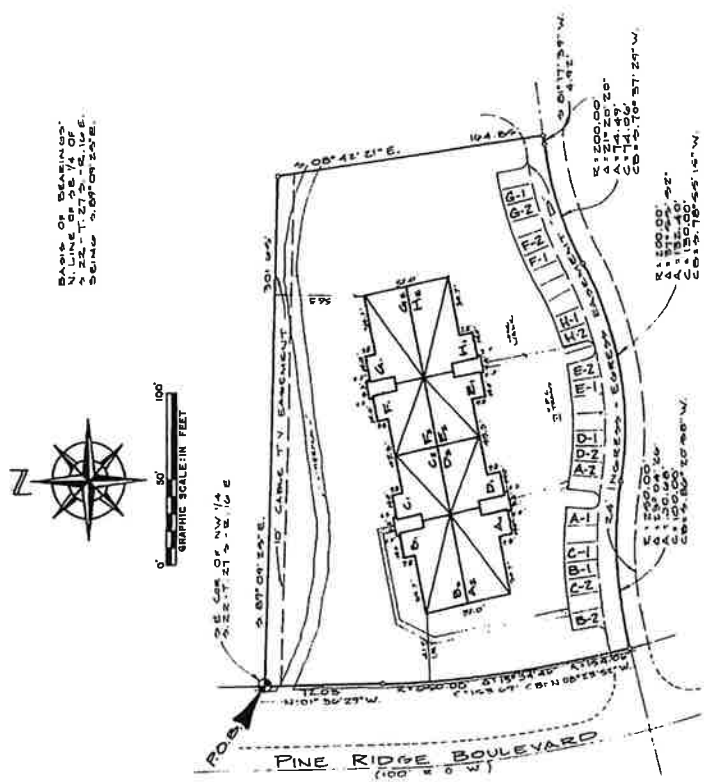
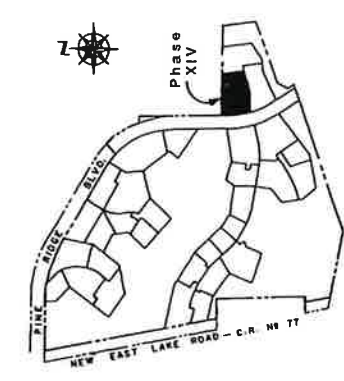
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by The Design Associates, Inc., and are field checked by Post, Buckley, Schuh & Jernigan, Inc., during construction. Field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
2. All boundary walls are common elements.
3. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.

Existing Floor Elevations	
Building No.	Elevation
F	17.85' First Floor
	27.15' Second Floor

SEPTEMBER, 1985 05-164.42

P B Post, Buckley, Schuh & Jernigan, Inc.
S J CONSULTING ENGINEERS AND PLANNERS
1000 North Central Expressway, Suite 1000

TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE AT LAKE TARPON VILLAGE II
 A CONDOMINIUM
 PHASE XIV



LEGAL DESCRIPTION
FIRE RIDGE AT LAKE YARPOW
VILLAGE II
TOWN 12 S. R. 27 E.

A PARCEL OF LAND LYING EAST OF NEW EAST LAKE ROAD (COUNTY ROAD NO. 77) IN SECTION 22, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, WHICH WAS PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE FORECSETT 1/4 OF SAID SECTION 22 AND PROCEEDING NORTHEASTLY 89° 00' 00" E. 100.00 FEET TO THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 16 EAST, FOR 300.65 FEET; THENCE LEAVING SAID LINE N. 05° 42' 21" E. FOR 164.65 FEET; THENCE S. 61° 17' 15" E. FOR 4.32 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, CENTRAL ANGLE 31° 21' 20" E. 74.49 FEET; CHORD BEARING S. 70° 37' 15" E., 74.06 FEET TO A POINT OF ANOTHER CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 98.75 FEET, CENTRAL ANGLE 31° 53' 32" E. 132.40 FEET; CHORD BEARING S. 70° 11' 50" E., 131.69 FEET TO A POINT OF ANOTHER CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 250.00 FEET, CENTRAL ANGLE 23° 04' 26" E. ARC 100.48 FEET, CHORD BEARING S. 86° 70' 15" E., 100.00 FEET TO A POINT OF A CURVE CONCAVE TO THE FORESETT; THENCE NORTHEASTLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 650.00 FEET, CENTRAL ANGLE 11° 34' 46" E. ARC 154.06 FEET, CHORD BEARING S. 80° 25' 32" E., 153.69 FEET TO A POINT OF YAGUECET; THENCE S. 01° 36' 19" E., FOR 72.65 FEET TO THE POINT OF BEGINNING.

CERTIFICATE: (NOTE: NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.)

JOHN DUNN, THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, IN COMPLIANCE WITH SEC. 718.10-4, (a) FLORIDA STATUTES (1941), DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO PHASE XIV DESCRIBED IN THIS COMMODION PLAN OF THE LANE ALDGE AT LAKE TARPON VILLAGE II, A CONDOMINIUM, CONSISTING OF SHEETS 2,2, 6,2, 6,3, OF 100, IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEYING, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM SAID DIMENSIONS. I HEREBY FURTHER CERTIFY THAT THE SURVEY OF THE LANDS AS SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED AND PLATTED UNDER MY DIRECTION, AND THAT SAID SURVEY COMPLIES WITH CHAPTER 21M-6 OF THE FLORIDA ADMINISTRATIVE CODE.

GEORGE F. YOUNG, INC.

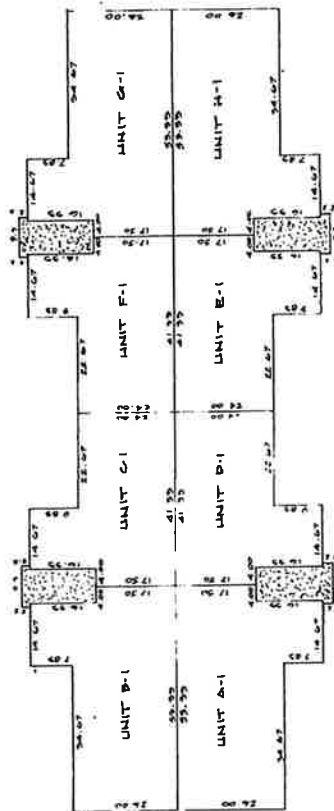
OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 19 NORTH
PALM HARBOR, FLORIDA
SHEET 22 OF 100

DATE 9/20/85
P.L. Surveyor's Reg. No. 4052
John D. Day

The within map of plat conforms to the
 requirements of Chapter 17, Florida
 Statutes as to form, was filed for record
 on the 24th day of Dec., 1985,
 at 1:50 o'clock P. M., and recorded
 in the public records of Pinellas County,
 Florida, in Commission Plat Book
87 Page 68-74.
 KATHY E. PARKER
 Clerk Circuit Court
 By William J. Hickey Clerk

EXHIBIT I
TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE AT LAKE TARPON VILLAGE II
A CONDOMINIUM

NOTE: 8' WALL WIDTH UNLESS OTHERWISE NOTED.



BUILDING 215
FIRST FLOOR PLAN



FIRST FLOOR

UNDECORATED FINISHED FLOOR ELEVATION 20.4'
UNDECORATED FINISHED CEILING ELEVATION 21.5'

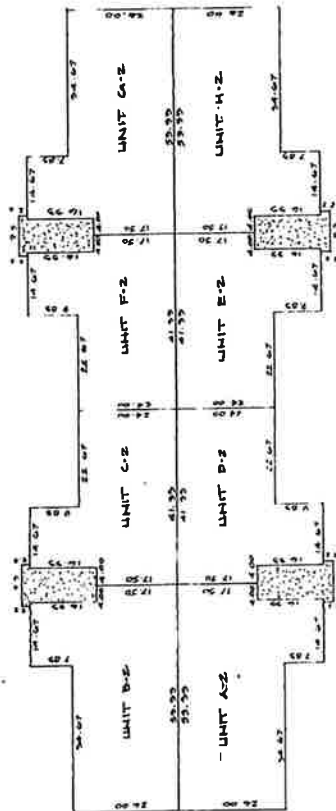
LEGEND:
—— DENOTES THE BOUNDARY OF CONDOMINIUM OWNERSHIP.
--- DENOTES A LIMITED COMMON ELEMENT.
--- DENOTES COMMON ELEMENTS.

DATE: SEPT 20, 1988
DRAWN BY: MIA
CHECKED BY: BL

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 18 NORTH
PALM HARBOR, FLORIDA
SHEET 02 OF 100

EXHIBIT I
TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE AT LAKE TARPON VILLAGE II
A CONDOMINIUM

NOTE: 8" WALL WIDTH UNLESS OTHERWISE NOTED



PHASE III
BUILDING 215
SECOND FLOOR PLAN



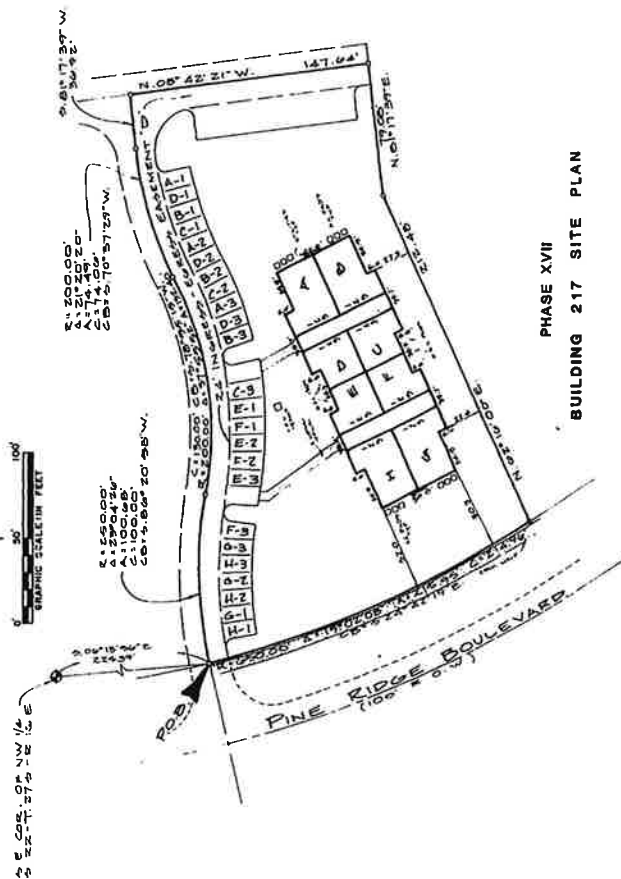
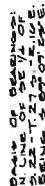
SECOND FLOOR
UNDECORATED FINISHED FLOOR ELEVATION 29.0'
UNDECORATED FINISHED CEILING ELEVATION 31.0'

LEGEND:
--- DENOTES THE BOUNDARY OF CONDOMINIUM OWNERSHIP.
--- DENOTES A LIMITED COMMON ELEMENT.
--- DENOTES COMMON ELEMENTS.

DATE: APRIL 20, 1985
DRAWN BY: JML
CHECKED BY: PL

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 19 NORTH
PALM HARBOR, FLORIDA
SHEET 68 OF 100

EXHIBIT 1



PHASE XVII
BUILDING 217 SITE PLAN

A PARCEL OF LAND LYING EAST OF NEW EART LAKE ROAD (COUNTY ROAD NO. 77) IN SECTION 22, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

RECEIVED: NOT VALID UNLESS SIGNED AND SEALED WITH AN APPROVED SIGNATURE'S SEAL.)

1. *JOHN C. DEWALT*, THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, IN CONFORMANCE WITH SEC. 714.104 (4) (a) OF THE FLORIDA STATUTES (1981), A CERTAIN CERTAIN THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AS SETFORTH AND PLATTED UNDER BY DEDICATION, AND THAT SAID SURVEY CORRELATES WITH CHAPTER 21M-4 OF THE FLORIDA REGISTERED LAND SURVEYING CODE.

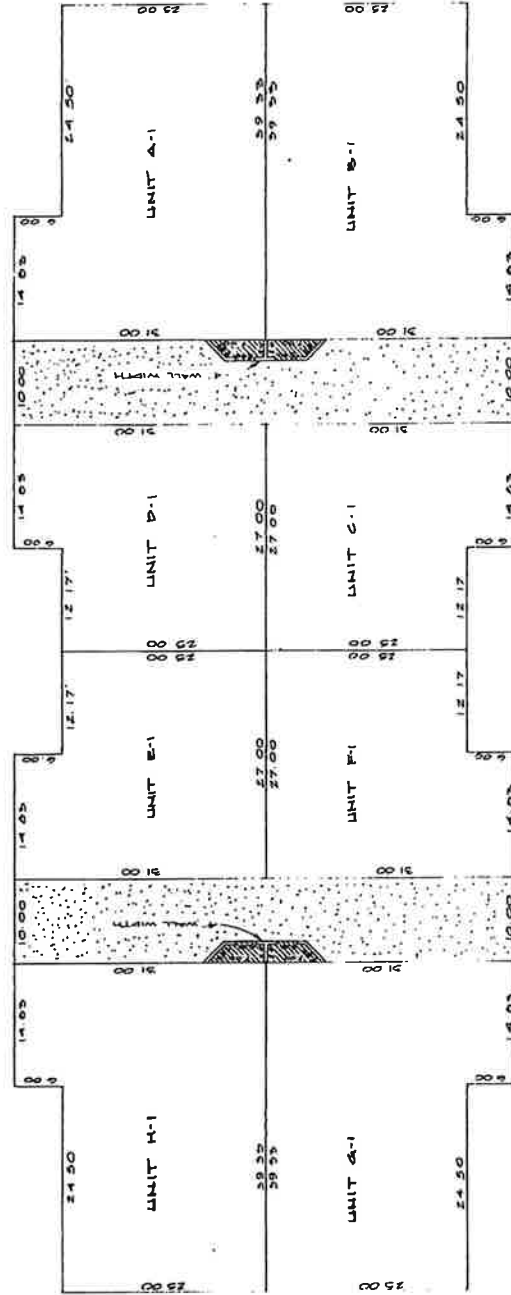
GEORGE F. YONGE, INC.

DATE: SEPT. 20, 1985
DRAWN BY: T.C.

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 19 NORTH
PALM HARBOR, FLORIDA
SHEET 26 OF 100

EXHIBIT I.
TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE AT LAKE TARPON VILLAGE II
A CONDOMINIUM

NOTE: 6" WALL WIDTH UNLESS OTHERWISE NOTED



FIRST FLOOR

UNDECORATED FINISHED FLOOR ELEVATION 12.5
UNDECORATED FINISHED CEILING ELEVATION 21.6

LEGEND:
—— DENOTES THE BOUNDARY OF CONDOMINIUM OWNERSHIP.
--- DENOTES A LIMITED COMMON ELEMENT.
--- DENOTES COMMON ELEMENTS.

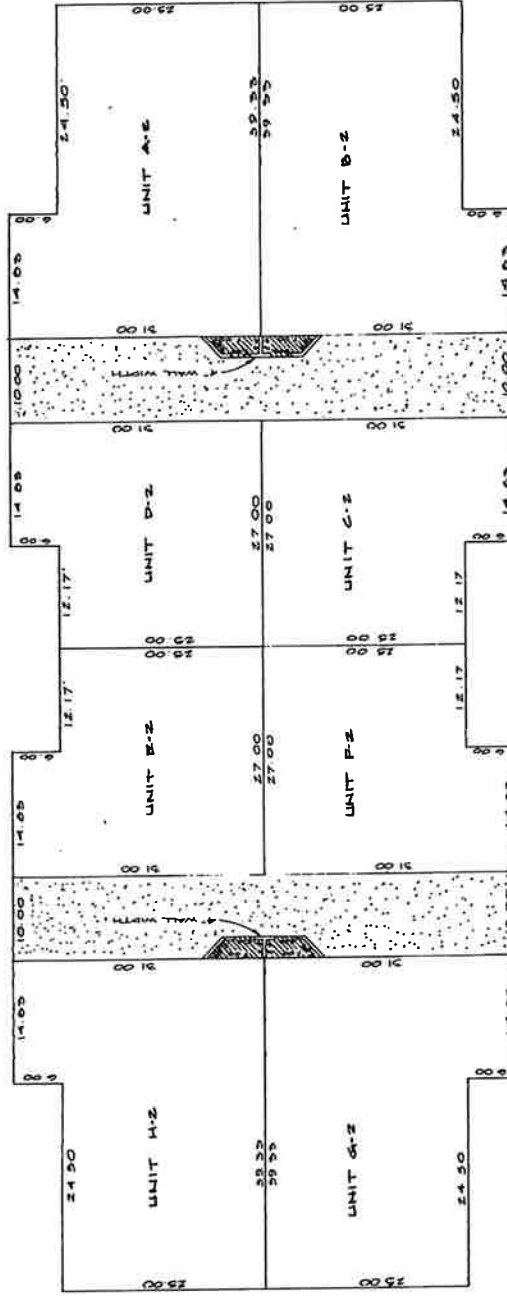
OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 95 NORTH
PALM HARBOR, FLORIDA
SHEET 608 OF 100

DATE: SEPT 20, 1980
DRAWN BY: LMM
CHECKED BY: PL

EXHIBIT I

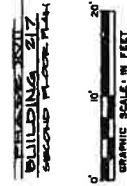
TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE AT LAKE TARPON VILLAGE II
A CONDOMINIUM

NOTE: 8' WALL WIDTH UNLESS OTHERWISE NOTED



SECOND FLOOR

UNDECORATED FINISHED FLOOR ELEVATION 28.2'
UNDECORATED FINISHED CEILING ELEVATION 34.3'



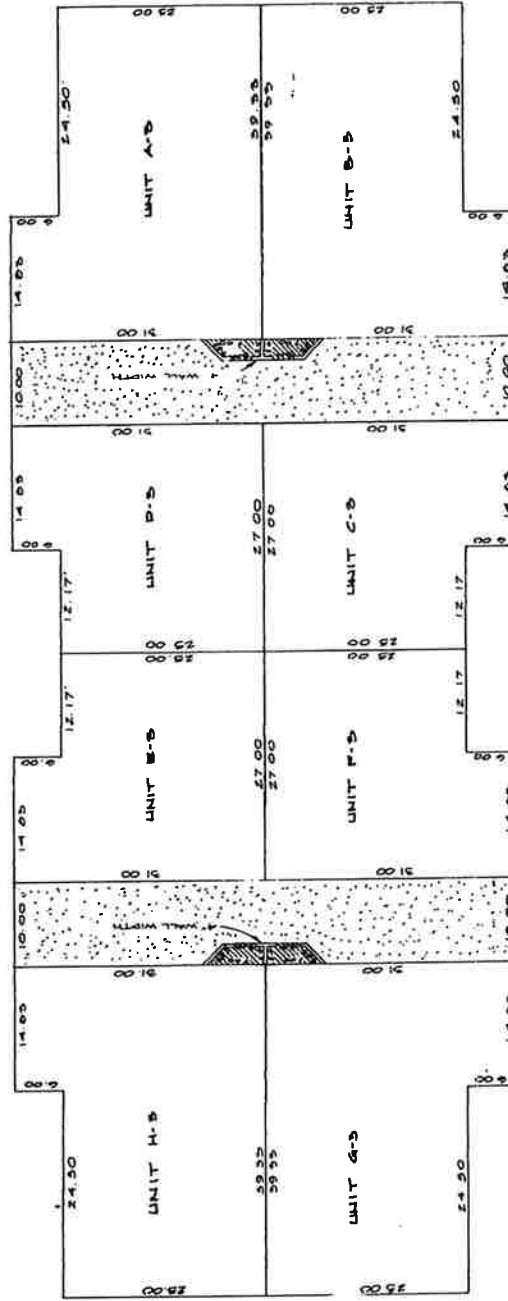
LEGEND:
—— DENOTES THE BOUNDARY OF CONDOMINIUM OWNERSHIP.
—— DENOTES A LIMITED COMMON ELEMENT.
—— DENOTES COMMON ELEMENTS.

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 90 NORTH
PALM HARBOR, FLORIDA
SHEET 09 OF 100

DATE: Sept. 20, 1990
DRAWN BY: [Signature]
CHECKED BY: [Signature]

EXHIBIT I.
TO THE DECLARATION OF CONDOMINIUM OF
PINE RIDGE AT LAKE TARPON VILLAGE II
A CONDOMINIUM

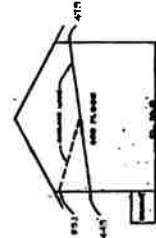
NOTE: 6" WALL WITH UNLESS OTHERWISE NOTED



THIRD FLOOR
BUILDING 217
THIRD FLOOR PLAN



THIRD FLOOR
UNDECORATED FINISHED FLOOR ELEVATION 34.3
UNDECORATED FINISHED CEILING ELEVATION 45.3
UNDECORATED FINISHED CATHEDRAL CEILING ELEV. 45.3



LEGEND:
--- DENOTES THE BOUNDARY OF CONDOMINIUM OWNERSHIP.
--- DENOTES A LIMITED COMMON ELEMENT.
--- DENOTES COMMON ELEMENTS.

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
1301 U.S. 90 NORTH
PALM HARBOR, FLORIDA
SHEET 70 OF 100

DATE: 08/11/05
DRAWN BY: MFM
CHECKED BY: BIL

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VIII)

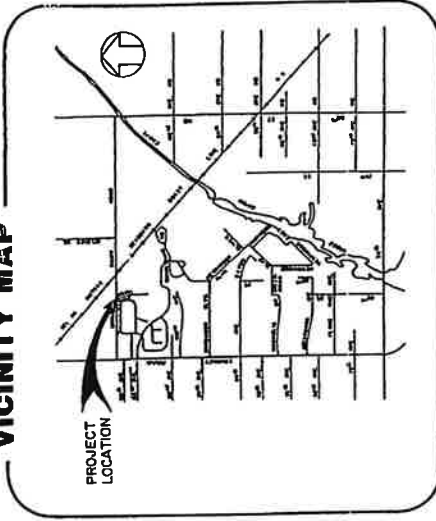
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ALL LANDS TO 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 said Section 13, also being a point on the centerline of Bryan Dairy Road; thence leaving said centerline S 00° 25' 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° 41' 32" W, along said right-of-way line, for 168.25 feet; thence leaving said right-of-way line S 00° 17' 08" W, for 216.82 feet; thence S 89° 57' 01" E, for 14.35 feet to the POINT OF BEGINNING; thence continue S 89° 57' 01" E, for 14.35 feet; thence S 00° 17' 08" W, for 117.43 feet; thence S 89° 57' 01" E, for 23.47 feet; thence N 89° 27' 48" W, for 40.00 feet; thence N 05° 51' 45" E, for 32.47 feet; thence N 84° 09' 14" W, for 40.00 feet; thence N 00° 02' 55" E, for 98.48 feet to the POINT OF BEGINNING, and containing 0.45 acres, more or less.

VICINITY MAP



CERTIFICATE FOR PHASE CONDOMINIUM

The undersigned, being a surveyor authorized to practice in the State of Florida pursuant to Section 718.104(1)(b), Florida Statutes, hereby certifies that the construction of the improvements comprising Phase VIII of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VIII) is substantially complete so that the material together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification of the location and dimensions of the improvements and of each unit within Phase VIII can be determined from these materials.

Richard L. MacCormie
Richard L. MacCormie
Professional Land Surveyor # 3875
State of Florida

SEPTEMBER, 1985 05-164,42

P. B. Post, Eucalyptus, Schum & Jernigan, Inc.

S. J. JENSEN, TRUST ENGINEERS AND ARCHITECTS

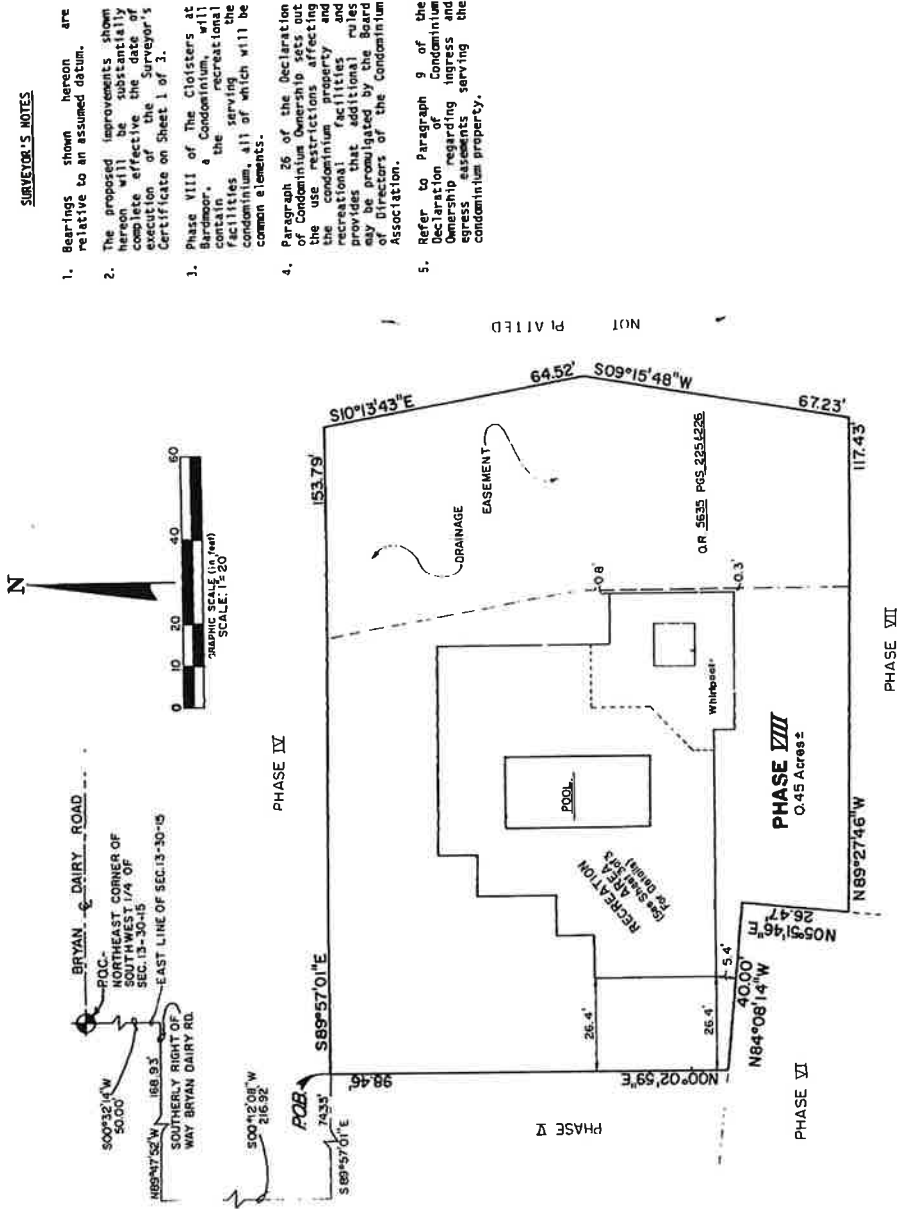
ALL MEASUREMENTS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT OF 1965.

The within map or plat conforms to the standards of Chapter 71A, Florida Statutes, as to form, was filed for record on the 21st day of September, 1985, at 1:25:59 PM, and is recorded in the public records of Pinellas County, Florida, in Book 8-10, Page 1809.

KATHLEEN P. DE MAYER
County Official Clerk
Pinellas County, Florida

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VIII)

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



SURVEYOR'S NOTES

1. Bearings shown hereon are relative to an assumed datum.
2. The proposed improvements shown hereon will be substantially complete effective the date of execution of the Surveyor's Certificate on Sheet 1 of 3.
3. Phase VIII of The Cloisters at Bardmoor, a Condominium, will contain the recreational facilities serving the condominium, all of which will be common elements.
4. Paragraph 26 of the Declaration of Condominium Ownership sets out the use restrictions affecting the condominium property and recreational facilities and provides that additional rules may be promulgated by the Board of Directors of the Condominium Association.
5. Refer to Paragraph 9 of the Declaration of Condominium Ownership regarding ingress and egress easements serving the condominium property.

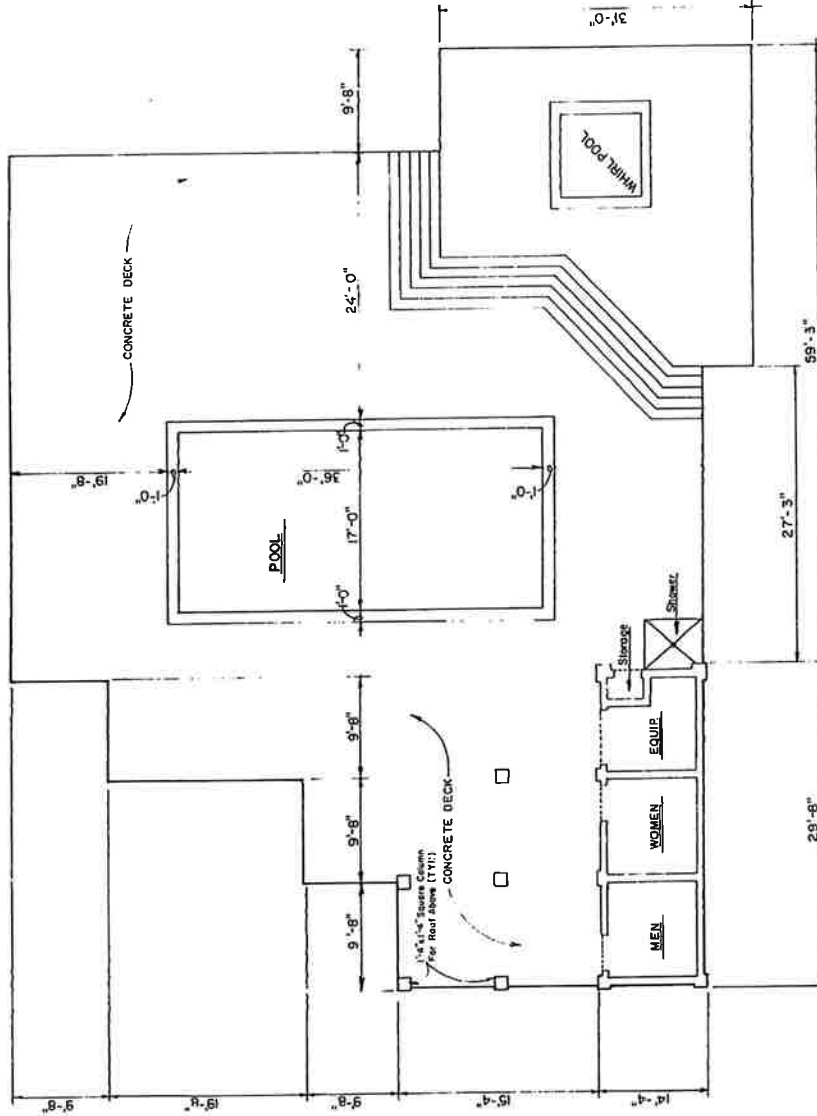
SEPTEMBER 1985 05-164.42

P B Post, Buckley, Schuh & Jernigan, Inc.
S J CONSULTING ENGINEERS AND PLANNERS

FOR A FULLER UNDERSTANDING OF THIS DOCUMENT, REFER TO SHEET 1 OF 3

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VIII)

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



LEGEND
--- Indicates doorway

SEPTEMBER, 1985 05-164.42

P B Post, Buckley, Schuh & Jernigan, Inc.
S J CONSULTING ENGINEERS AND ARCHITECTS
2101 First Avenue, Suite 1100, St. Petersburg, Florida 33701

**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE V)**

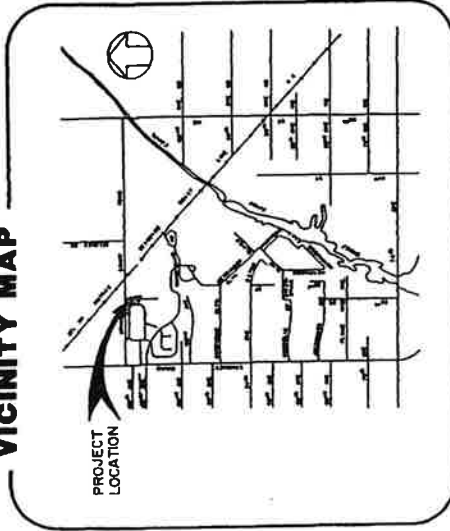
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION - ALL LANDS TO BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE V)

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:

[illegible]

VICINITY MAP



APRIL, 1988

P **B** Post Buckley Schuh & Jernigan, Inc.
S **J** CONFIDENTIAL ENGINEERING AND PLANNING

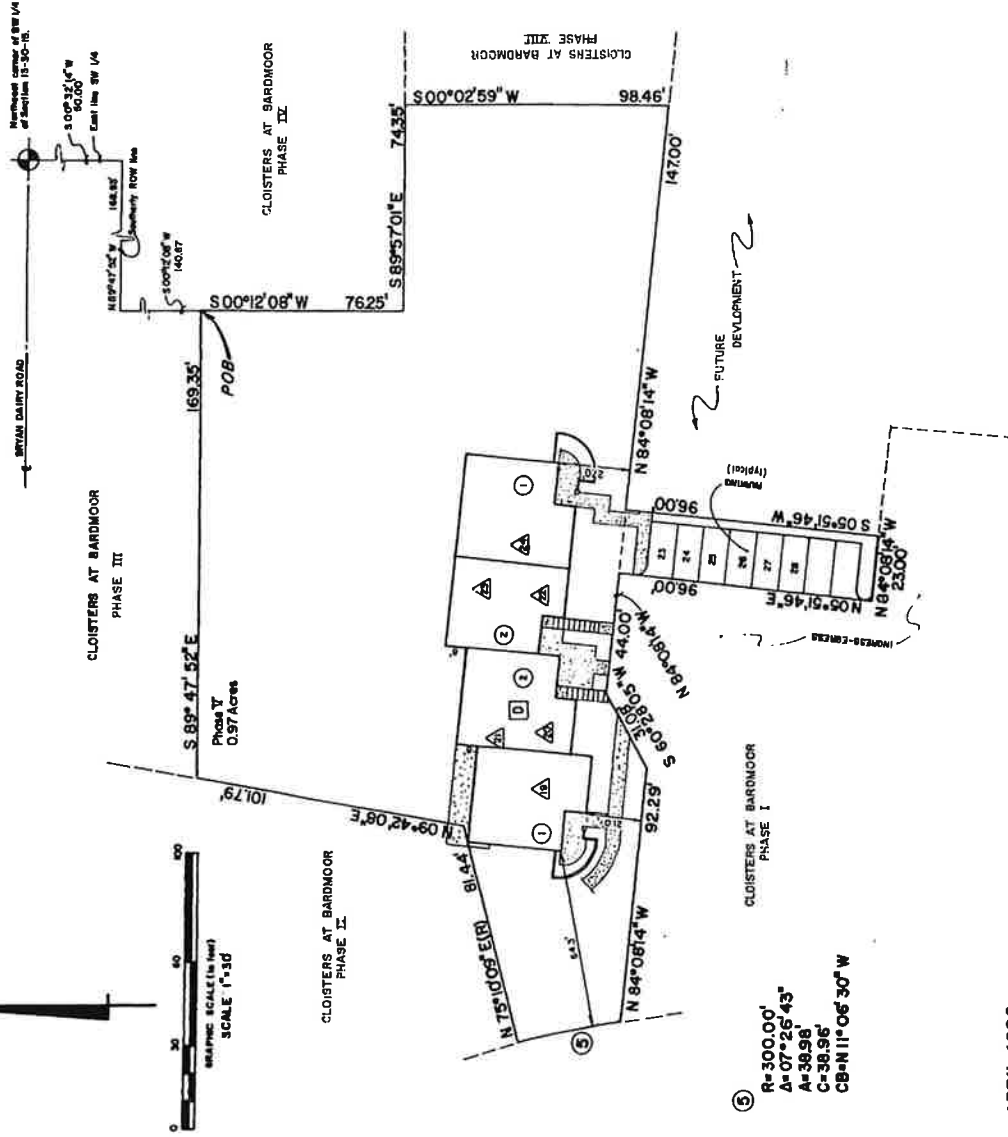
**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
CERTIFICATE FOR PHASE CONDOMINIUM**

[illegible]

Henry H. Kingsbury
Professional Land Surveyor #2159
State of Florida

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE V)

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

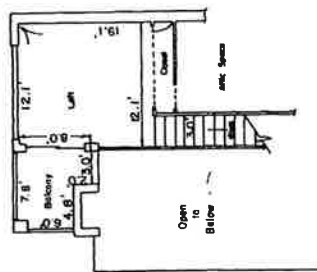


- SURVEYOR'S NOTES**
- 1) Elevations shown hereon are based on NGVD.
 - 2) Bearings shown hereon are relative to an assumed datum.
 - 3) The proposed improvements shown hereon are to be completed by the date of execution of the Surveyor's Certificate on Sheet 1 of 3.
 - 4) The building is designated as a letter within a box, e.g., D
 - 5) The unit type is designated as a number within a circle, e.g., 1 (See Sheet 3 of 3 for unit floor plans).
 - 6) The unit number is designated as a number within a triangle, e.g., 19; where two unit numbers are shown within one unit, the lower number denotes the first floor unit. For example, 19/18 denotes the first and second floor unit and is directly above unit number 20
 - 7) Parking spaces are 10'x20'. Parking spaces shown hereon with numbers within them are covered parking spaces.
 - 8) Developer reserves the right to assign covered parking spaces.
 - 9) Stairways and assigned covered parking spaces are limited common elements appurtenant to those units to which they are assigned or about which use of which is restricted to the units to which they are assigned or about.
 - 10) Common elements are those portions of the condominium property which are shared within the individual condominium units or the limited common elements.

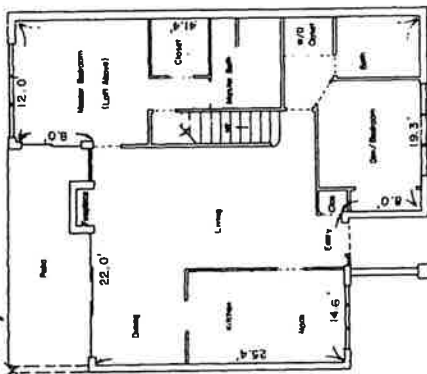
APRIL, 1986
P B Post Buckley Schuh & Jernigan, Inc.
S J CONSULTING ENGINEERS AND PLANNERS
10000 South Dale Street, Suite 200, Tampa, Florida 33629

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE V)

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

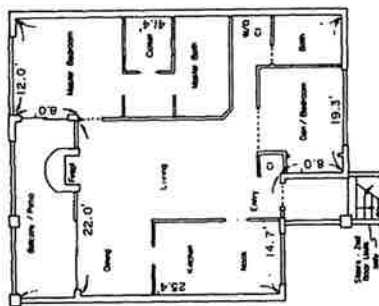


LOFT
2nd Floor



1st Floor

Townhouse Type 1



Flat Type 2

EXISTING ELEVATIONS FOR BUILDINGS 19, 20, 21, 22, 23 & 24

BUILDING NO.	ELEVATION	REMARKS
19	18.14	Finish Floor
	35.10	Ceiling
	27.10	Loft Floor
20	18.18	Finish Floor
21	27.47	Finish Floor
	37.00	Bedroom (vaulted ceiling)
	37.67	Living Room (vaulted ceiling)
22	18.20	Finish Floor
23	27.47	Finish Floor
	37.00	Bedroom (vaulted ceiling)
	37.67	Living Room (vaulted ceiling)
24	18.22	Finish Floor
	35.09	Ceiling
	27.10	Loft Floor

GENERAL NOTES

- 1) The dimensions and limits of the individual units are along the interior faces of the boundary walls, and include patios/balconies abutting the individual units, and are typical for all like units. These dimensions are based on drawings, plans, and data prepared by The Design Advocate, Inc., and are field checked by Post, Buckley, Schuh & Jernigan, Inc., during construction. Dimensions are shown in feet and inches, rounded to the nearest inch. Units are shown with these plans except for minor deviations due to normal construction practices.
- 2) The unit is indicated by a three digit number. The first digit indicates the building number, the second digit indicates the floor level, and the third digit indicates the unit.
- 3) Typical units as shown may appear reversed (reflected) as shown on the respective phase plans;
- 4) All boundary walls are common elements;
- 5) Balconies and decks are limited common elements appurtenant to those units to which they are assigned and abut, the use of which is restricted to the units to which they are assigned or abutting;
- 6) Common elements such as, but not limited to conduits, wires, outlets, utility lines, ducts, plumbing, lighting, etc., have not been graphically illustrated.

LEGEND

----- Indicates doorway

APRIL, 1986

P B Post, Buckley, Schuh & Jernigan, Inc.
S J CONSULTING ENGINEERS AND PLANNERS
INC. PROVIDING THE FOLLOWING: VARIOUS SERVICES

01 Cash 11 Chg

NO Rec 373

41 DS

43 Int

Jot

85029809

0.5931 PAGE 612

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

880 Tyrone Boulevard

St. Petersburg, Florida 33743

"12"

Page 1

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

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 situate 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 BARDMOOR, 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 freeform 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 freeform 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 719.110, 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 purpose; 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 and the recordation of the amendment submitting said Phase II to condominium ownership, the Common Elements and Common Surplus attributable to each Unit shall be computed by dividing one hundred percent (100%) (numerator) by 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 acquiror of the first mortgage of record and his successors and assigns. The acquiror 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 judgement 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 hereinabove, 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 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 an 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 tenantable, 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.

(e) 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 mortgagee 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

to a bank, life insurance company, federal savings and loan association, institutional investor, mortgage banker and/or real estate investment trust. The approval of any other mortgages may be upon conditions determined by the Association or may be arbitrarily withheld.

25. RESTRAINT UPON SEPARATION AND PARTITION:

Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to, the Unit Owner's share in the Common Elements and the Limited Common Elements, if any, and his Association membership.

26. USE RESTRICTIONS:

In addition to other obligations and duties heretofore set out in this Declaration, every Owner or resident of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto:

(a) Each Unit shall be used only for residential purposes.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Owner agrees to notify all guests and residents of the regulations regarding parking, and to require guests to abide by such parking regulations. No boats, trailers, campers, motorcycles, or vehicles larger than a passenger automobile or standard size van will be permitted within the development of which the Unit is a part, and no parking or storage of golf carts shall be permitted. No parking of trucks of any nature or similar commercial vehicles shall be permitted except temporarily for delivery, pick-up or repairs, and except temporarily during periods of construction. Any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the Unit Owner, guest or resident owning the same, for storage or public or private sale, at the election of the Association; and the Unit Owner, guest or resident owning the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted outside the confines of the Owner's Unit.

(c) Each Condominium Unit Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(d) Each Owner shall maintain his Unit in a clean and sanitary manner. Patios, porches or fences shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the Unit.

(e) Condominium Unit Owners shall be allowed to keep pets in each unit, subject to the prior written approval of the Board of Directors. In the event the Association in its sole discretion shall determine that a pet has become a nuisance, the owner of the pet shall immediately remove the pet permanently.

from the Condominium Property upon written request to do so from the Association.

(f) No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made on any exterior or interior boundary wall without first obtaining written approval of the Board of Directors. No reflecting device or materials may be used in any of the aforementioned areas.

(g) No Owner or resident may make or permit any disturbing noises in the Buildings or on the Condominium Property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents of the Condominium.

(h) Each Owner may identify his Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(i) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the Board of Directors.

(j) All official notices of the Association or of a management corporation, if utilized, shall bear the signature of the president and the official seal of the said Association and/or the management corporation.

(k) All damage to the Condominium Property caused by the moving and/or carrying of articles therein, shall be paid by the Unit Owner or person in charge of such articles.

(l) Soliciting is strictly forbidden. It is requested that Owners notify the Association if a solicitor appears and appropriate action will be taken.

(m) No Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the rights of other Owners or residents or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisances, immoral or illegal act in a Unit, the Limited Common Elements, if any, or on the Common Elements.

(n) Each Condominium Unit Owner or resident shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the Units, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through, or under him do likewise.

(o) Each Condominium Unit Owner or resident shall allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the Units or the Limited Common Elements, if any, and Common

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 mortgages 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 lessees 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 uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

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;


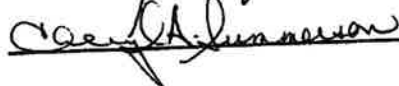
(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement;

(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:

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

By: 
Richard M. Farrell,
Vice President

Attest: 
Carole Way,
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 B. [Signature]
Clay A. [Signature]

(CORPORATE SEAL)

THE CLOISTERS AT BARDMOOR
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Richard M. Farrell, President

Attest: [Signature]
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 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 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.

[Signature]
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.

[Signature]
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)
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 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.

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
J. H. HICKLEBERRY, SILEY
& COMPANY, INC.

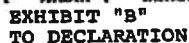
LEGAL DESCRIPTION OF ALL LANDS THAT MAY BECOME A PART OF
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM

O.P. 5931 ME 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 $09^{\circ}15'48''$ 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 $84^{\circ}08'14''$ 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 84.16 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 $90^{\circ}16'05''$, 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

[illegible]

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

LEGAL DESCRIPTION - ALL LOTS TO BE INCLUDED IN THE CLUSTER AT BARDMOOR.

A CONDOMINIUM PHASE I

A lot of land lying in the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

EXHIBIT "C"
TO DECLARATION

VICINITY MAP



1. The entire area of the project is located within the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

2. The entire area of the project is located within the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

3. The entire area of the project is located within the Township 13, Range 15 South, Pinellas County, Florida, and being more particularly described as follows:

State of Florida

D.B. 5931 - MC 651

Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on February 8, 1985.*

The charter number for this corporation is **N07551.**

*Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of February, 1985*



WP-104 CAR-101

George Firestone
George Firestone
Secretary of State

RECEIVED
TALLAHASSEE, FLORIDA
JUN 8 12 PM '85ARTICLES OF INCORPORATION

OF

THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not-for-profit under the laws of the State of Florida, and do hereby subscribe, acknowledge, and file in the Office of the Secretary of State of the State of Florida, the following Articles of Incorporation:

I.

The name of this corporation shall be:

THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.

II.

The purposes for which this corporation is organized shall be to buy, sell, lease or sublease, or to acquire, maintain, or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, certain multi-unit residential buildings and the land upon which said buildings shall be situated in Pinellas County, State of Florida, as a condominium, which multi-unit residential condominium shall be known as:

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM

and the land on which said buildings shall be located being more particularly described in the Declaration of Condominium thereto; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the well-being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standards of occupancy by and for its member residents; and to maintain a high standard of physical appearance of the buildings; to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business and for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporations Not-For-Profit".

III.

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", shall make and shall declare a certain Declaration of Condominium, submitting the property described within the Declaration of Condominium to condominium ownership, from time to time, under the restrictions, reservations, covenants, conditions and easements as contained therein, which shall be applicable to said property and all interest therein, to-wit:

A. Phases I through VIII and related facilities thereto, descriptions of which are set forth more fully in the Declaration

OF Condominium Ownership of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, as the same are submitted to condominium ownership from time to time.

B. All improvements erected or installed on said land, which shall include up to seven (7) residential buildings containing forty-two (42) Condominium Units and related facilities.

IV.

A. Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation until such time as the unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, at which time the unit owners other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the units that will be operated ultimately by the Association, when all of the units that will be operated ultimately by the Association have been completed and some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, or, when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the condominium units operated by the Association.

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

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

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the units.

D. Prior to or within a reasonable time after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including,

but not limited to, the following items, if applicable, as to each condominium operated by the Association:

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

(b) A certified copy of the Association's Articles of Incorporation;

(c) By-Laws;

(d) Minute books and other corporate books and records of the Association, if any; and

(e) Any house rules and regulations which may have been promulgated.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason or the requirement that the Developer relinquish control of the Association;

(3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with s. 718.504 (20)(c) i.k., and contributions.

(4) Association funds or control thereof;

(5) All tangible personal property that is represented by the Developer to be part of the common elements, or that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties;

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this State, that such plans and specifications represent to the best of his knowledge and belief the actual plans and specifications utilized in and about the construction and improvements of the condominium property and for the construction and installation of the mechanical components serving the improvements;

(7) Insurance policies;

(8) Copies of any certificate of occupancy which may have been issued within one (1) year of the date of creation of the condominium;

(9) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association;

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective;

(11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records;

(12) Leases, if any, of the common elements, or in which the Association is lessor or lessee;

(13) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the service;

(14) Other contracts in which the Association is one of the contracting parties;

F. The By-Laws of this corporation may not change or alter this Article.

V.

The term for which this corporation shall exist shall be perpetual.

VI.

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Richard M. Farrell	8449 Bardmoor Place Largo, Florida 33543
Robert J. Balogh	8449 Bardmoor Place Largo, Florida 33543
Carole Way	8449 Bardmoor Place Largo, Florida 33543

VII.

The affairs of the corporation shall be managed by a president, vice-president, secretary and treasurer. The officers of the corporation shall be elected annually by the Board of Directors of the corporation in accordance with the provisions therefor in the By-laws of the corporation.

VIII.

The business of the corporation shall be conducted by a Board of Directors, referred to sometimes herein as the Board of Administrators, which shall consist of three (3) directors until such time as control of the Association has been turned over to Unit Owners other than the Developer. Thereafter, the Board of Directors shall consist of not less than three (3) members, as the same shall be provided for in the By-laws of the corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the corporation. The names and addresses of the first Board of Directors and officers who shall serve as directors and officers, until the first election of directors and officers, are as follows:

NAME**ADDRESS**

D.B. 5931 PAGE 656

Richard M. Farrell
Director/President**8449 Bardmoor Place**
Largo, Florida 33543**Robert J. Balogh**
Director/Vice President**8449 Bardmoor Place**
Largo, Florida 33543**Carole Way**
Director/Secretary/
Treasurer**8449 Bardmoor Place**
Largo, Florida 33543**IX.**

The By-laws of the corporation are to be made, altered or rescinded by a three-fourths (3/4ths) vote of the members of this corporation, save and except as provided for in the Declaration of Condominium of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, recorded among the Public Records of Pinellas County, Florida, as it pertains to correcting errors and/or omissions in the Declaration of Condominium or in any other documentation required by law to establish the condominium form of ownership.

X.

The amendments to these Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the membership of this corporation, provided, however, that no amendment shall be effective unless adopted pursuant to Article IX or Article XII of these Articles of Incorporation. Notwithstanding anything to the contrary herein, no amendment may be made to these Articles of Incorporation or the By-Laws of the Association which affects the rights and privileges provided to the Developer without the joinder and consent of the Developer.

XI.

Section 1. The members of the Association shall consist of all of the record owners of condominium units in the Condominium.

Section 2. After receiving approval as required by the Declaration of Condominium, a change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit in the condominium and the certificate as required showing said approval. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

Section 3. No officer, director, or member shall be personally liable for any debt or other obligation of this corporation, except as provided in the Declaration of Condominium.

Section 4. Each member shall be restricted to one (1) vote for each unit, owned by that member, except in all elections for director, each member shall have the right to vote, in person or by proxy, as set forth in the By-laws, for as many persons as there are directors to be elected.

Section 5. A membership may be owned by more than one owner provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot for the unit in the

management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single condominium unit.

Section 6. The members of this Association shall be subject to assessment for the costs and expenses of the Association in operating the Condominium, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-laws of the corporation. Amendments to the By-laws of the corporation may not change or alter the provisions of this Section 6, Article XI.

Section 7. This corporation shall not be operated for profit; no dividends shall be paid; and no part of the income of the corporation shall be distributed to its members, directors, or officers.

Section 8. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium units, as more specifically set forth in the Declaration and the Bylaws.

Section 9. Any matter of controversy or dispute between members or between a member and the corporation shall be settled by arbitration in accordance with the rules provided therefor by the Statutes of the State of Florida and the rules of the Division of Florida Land Sales and Condominiums.

Section 10. The members of this corporation shall be subject to all of the terms, conditions, covenants and restrictions contained in the Declaration of Condominium, these Articles of Incorporation, and the By-laws of the corporation.

XII.

These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4ths) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove, and of Sections 6, 7, 8, and 10 of Article XI, may be made without an unanimous approval of the then members of the corporation together with the written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, as defined in the Declaration of Condominium.

XIII.

The Association may acquire and enter into agreements 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 or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interests existing or brought into existence at the time of recording of the Declaration shall be set forth and fully described therein.

XIV.

In the event this corporation shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, then the said corporation shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of this condominium, as provided for in these Articles of Incorporation and the By-laws of this corporation.

XV.

The principal place of business of this corporation and its registered office shall be at 8449 Bardmoor Place, Largo, Pinellas County, Florida, 33543, or at such other place or places as may hereafter be designated from time to time.

The registered agent for the corporation at the above address shall be Richard M. Farrell.

IN WITNESS WHEREOF, the subscribing incorporators and the registered agent have hereunto set their hands and seals and caused these Articles of Incorporation to be signed this 7th day of February, A.D., 1986

Signed, Sealed and Delivered
in the Presence of:

Richard M. Farrell

Richard M. Farrell
Subscriber

Robert J. Balogh

Robert J. Balogh
Subscriber

Carole Way
Subscriber

Richard M. Farrell
Registered Agent

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared the following persons: Richard M. Farrell, Robert J. Balogh and Carole Way, as subscribers, and Richard M. Farrell as Registered Agent, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC., and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

FILED
FEB 8 1 12 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESS my hand and official seal at Largo, in the
County of Pinellas, and State of Florida, this 7th day of
February, A.D., 1985

Cheryl A. Harrison
Notary Public
My Commission Expires:

Notary Public, State of Florida at Largo
My Commission Expires Sept. 17, 1987

FILED
FEB 8 1 12 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.

A Florida non-stock, non-profit membership corporation

ARTICLE I
General

Section 1. Name: The name of the corporation shall be THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be 8449 Bardmoor Place, Largo, Pinellas County, Florida, 33543, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent to "Association", as defined in the Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium, and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identity: In addition to the within By-Laws, being the By-Laws of THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC., these By-Laws are established pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended, and are hereby annexed to and made a part of the Declaration of Condominium Ownership of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM.

ARTICLE II
Directors

Section 1. Number and Term: The number of directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be three (3) until such time as control of the Association has been turned over to Unit Owners other than the Developer and thereafter shall be not less than three (3), nor more than five (5). Until succeeded by directors elected as hereinafter provided, directors need not be members; thereafter all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected as hereinafter provided and each director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed with or without cause by an affirmative vote of majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors and Their Replacement:

- (a) The first Board of Directors shall consist of:

NAME	ADDRESS
Richard M. Farrell	8449 Bardmoor Place Largo, Florida 33543
Robert J. Balogh	8449 Bardmoor Place Largo, Florida 33543
Carole Way	8449 Bardmoor Place Largo, Florida 33543

who shall hold office and exercise all powers of the Board of Directors, until the first membership meeting, or as otherwise provided for hereinafter; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided. The three (3) individuals that are elected by the Developer shall be the directors of the Association and shall be the sole voting members of the corporation until such time as the unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, at which time, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the units that will be operated ultimately by the Association, when all of the Units that will ultimately be operated by the Association have been completed and some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, or, when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale, in the ordinary course of business, five percent (5%) of the condominium units operated by the Association.

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

(c) If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval, in writing, by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements;

(2) Any action by the Association that would be detrimental to the sale of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of units.

(d) Prior to or within a reasonable time after the time that unit owners other than the Developer elect a majority

of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable, as to each condominium operated by the Association:

(1) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the Association's Articles of Incorporation; By-laws; minute books and other corporation books and records of the Association, if any; and any house rules and regulations which may have been promulgated.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Developer relinquish control of the Association.

(3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with s. 718.504(20)(c) l.k., and contributions.

(4) Association funds or control thereof.

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

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

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued within one (1) year of the date of creation of the condominium.

(9) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than Developer took control of the Association.

(10) Written warranties of the contractor, sub-contractors, suppliers, and manufacturers that are still effective.

(11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(12) Leases of the common elements, or in which the Association is lessor or lessee.

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

(14) Other contracts in which the Association is one of the contracting parties.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

(a) To make and collect assessments and establish the time within which payment of same is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(b) To use and expend the assessment collected, to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments.

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(d) To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

(e) To 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.

(f) To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these By-laws and the terms and conditions of the Declaration.

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

(h) To make reasonable rules and regulations for the occupancy of the condominium parcels and use of the condominium property.

Section 6. Compensation: Directors or officers, as such, shall receive no salary or compensation for their services.

Section 7. Meetings:

(a) The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the place of the general members' meeting, and immediately after the adjournment of same.

(b) Meetings of the Board shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

(c) Special meetings of the Board may be called by the President upon five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of two (2) directors, provided notice is given in accordance with Section 7(b) hereinabove.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- Roll call.
- Reading of the Minutes of last meeting.
- Consideration of communications.
- Resignations and elections.
- Report of officers and employees.
- Reports of Committees.
- Unfinished business.
- Original resolutions and new business.
- Adjournment.

Section 9. Annual Budget: The Board may adopt the annual budget. The unit owners shall be given a copy of the proposed annual budget of common expenses which shall be detailed and shall show the amounts budgeted by account and expense classifications, which shall include but not necessarily be limited to the following items: expenses for the Association and condominium; administration of the Association; management fees, maintenance; rent for recreation and other commonly used facilities; taxes upon Association property; taxes upon leased areas; insurance; security provisions; other expenses; operating capital; reservations; fees payable to the Division; expenses for unit owners; rent for the unit if subject to a lease; rent payable by the unit owner directly to the lessor under any recreation lease or lease for use of commonly used facilities, not less than thirty (30) days before the meeting held for the purpose of adopting the annual budget and also written notice of the time and place at which such meeting shall be open to the unit owners.

If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of administration may propose a budget to the unit owners at a meeting of members or in writing,

and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. The budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

However, as long as the Developer is in control of the board of administration, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

Section 10. Fidelity Bond. A fidelity bond for directors of this Association, who control or disburse funds of the Association, shall be obtained for said directors or directors and the Association shall bear the costs of such bonding.

ARTICLE III Officers

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-president, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after such annual meeting of general members shall elect a President, Secretary and Treasurer, none of whom, excepting the President, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

(a) The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

(b) He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be

otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary:

(a) The Secretary shall keep the minutes of the membership meetings and the Board of Directors' meetings in one or more books provided for that purpose; such minutes shall be available for inspection by unit owners and Board members at all reasonable times.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-laws and as required by law.

(c) He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation, under its seal, is duly authorized in accordance with the provisions of these By-laws.

(d) He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member.

(e) In general, he shall perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 7. The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, and these By-laws.

(b) He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial conditions of the corporation.

(c) He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in possession belonging to the corporation.

Section 8. Vacancies: If the office of any director or of the President, Vice-president, Secretary or Treasurer, or one or more, become vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote of the whole Board of Directors provided for in these By-laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Fidelity Bond. A fidelity bond for officers of this Association, who control or disburse funds of the Association, shall be obtained for said officer or officers and the Association shall bear the cost of such bonding.

ARTICLE IV Membership

Section 1. There shall be no stock certificates issued by this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 3. Voting Members: If any unit is owned by more than one owner, one of the owners of such unit shall be designated, by a certificate signed under oath by all of the record owners of the unit and filed with the Secretary of the Association, as voting member for that unit. Such designated voting member shall continue to cast the vote for the unit until such time as another person is properly designated as set forth herein as the voting member for the unit.

Failure by all owners of any single condominium unit to file the aforementioned written, sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a vote at such meeting.

A person or entity owning more than one (1) condominium unit may be designated as a voting member for each such condominium unit which he or it owns, and may cast one (1) vote for each unit.

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled collectively to only the vote or ballot for the unit set forth above in the management of the affairs of the corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

Upon completion of Phase I, there shall be four (4) voting members. Upon the recordation of any amendment submitting additional units to condominium ownership pursuant to the provisions of the Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting membership for each unit submitted to condominium ownership pursuant to the Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium and amendments thereto.

Section 4. In the event the owner of a condominium unit is not a natural person, the subject entity shall designate a natural person who shall be a member of the corporation, subject to the procedures set forth in the Declaration.

ARTICLE V
Meeting of the Membership

Section 1. Definition: Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired. The term of all the members of the Board shall expire on the date of the annual meeting, upon the election of their successors.

Section 2. Place: All meetings of the corporate membership shall be held at the office of the corporation, or any other place as may be stated in the written notice.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by unit designation with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for ten (10) days and throughout the election at the office of the corporation and shall be open to examination during reasonable business hours by any member throughout such time, or at any other reasonable time period.

Section 4. Annual Meeting: The first annual meeting of the members of the corporation shall be held one (1) year after the date the Declaration of Condominium Ownership of The Cloisters at Bardmoor, a Condominium has been recorded in the Public Records of Pinellas County, Florida.

Thereafter, regular annual meetings, shall be held on the anniversary date of the recording of the Declaration in said Public Records of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

The date of such annual meeting may be changed by the Board provided notice is given pursuant to Article VI hereof.

Section 5. Special Meetings:

(a) Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a special meeting of members shall be in accordance with the provisions of Article VI, Section 1, as set forth hereinafter.

(c) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Proxies shall be signed by all of the record owners of a particular unit or by the properly designated voting member, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the unit owner(s) or designated voting member executing it. The holder of the proxy shall be a member of the Association. No person shall be designated to hold more than five (5) proxies for any purpose.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the membership present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the Florida Statute, by the Articles of Incorporation, by these By-laws, or by the Declaration of Condominium. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes, of the Articles of Incorporation or of these By-Laws, or the Declaration of Condominium, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all of the members who have been entitled to vote upon the action if such meeting were held shall consent to such action being taken.

ARTICLE VI Notices

Section 1. Annual and Special Meetings: The method of calling and summoning the unit owners to assemble at meetings, including annual meetings, shall require at least fourteen (14) days' written notice to each unit owner in advance of the meeting, and the posting at a conspicuous place on the condominium property of a notice of the meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing and such mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-laws, the Declaration of Condominium, or the laws of the State of Florida.

Section 2. Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of the Florida Statutes or the Articles of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII Finances

Section 1. Fiscal Year: The fiscal year shall begin the first day of January of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII
Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX
Real Property Taxes

Each unit owner shall be solely accountable for the real property taxes on his own unit and shall make payment therefor directly to the Tax Collector in and for Pinellas County, Florida.

ARTICLE X
Use Restrictions and Rules and Regulations

In addition to the other provisions of these By-Laws, the use restrictions set forth in the Declaration of Condominium Ownership of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, together with such additional rules and regulations as may be hereafter adopted by the Association, which are not inconsistent with the provisions of the Declaration or Exhibits thereto, shall govern the use of the units and the condominium property, and the conduct of all owners and residents thereof.

ARTICLE XI
Default

Section 1. Foreclosure:

(a) In the event an owner of a condominium unit does not pay the sums, charges or assessments required to be paid to the corporation, the corporation, acting on its own behalf, or through the Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium unit created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed and in accordance with Section 718.116 of the Florida Statutes.

(b) The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid on the condominium unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the corporation may, through its Board of Directors, or manager acting in behalf of the corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a condominium unit owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

(c) If an action of foreclosure is brought against the owner of a condominium unit for the nonpayment of monies due the corporation and as a result thereof the interest of the said owner in and to such condominium unit is sold, then at the time of such sale, the condominium unit owner's membership shall

be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

(d) If the corporation becomes the owner of the condominium unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and all expenses incurred in the resale of the condominium unit, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium unit in question.

Section 2. Injunction:

(a) In the event of violation of the provisions of the Declaration of Condominium, Articles of Incorporation or of these By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or pursue such other legal remedy it may deem appropriate.

(b) In the event legal action is brought against a condominium unit owner, the losing litigant shall pay the other money judgment for sums, charges or assessments required to be paid to the corporation, and in any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a condominium unit owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

(c) It is the intent of all owners of condominium units to give to the corporation a method of procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium units and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII

Liability in Excess of Insurance Coverage

Section 1. Notice of Liability: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

Section 2. Inspection of Policies: A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE XIII

Registers

Section 1. Register of Members: The Secretary of the corporation shall maintain a register in the corporate office showing the names and the addresses of members.

Section 2. Transfer Fee: Any application for the transfer of membership or for a conveyance of interest in a condominium unit or a lease or sublease of a condominium unit

shall be subject to an application fee of Thirty and no/100 Dollars (\$30.00) to cover costs that may be incurred by the Association.

Section 3. Register of Mortgages: The corporation shall maintain a suitable register of the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee or holder, insurer or guarantor of a mortgage on a condominium unit may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. Upon written request to the Secretary of the Association, such registered pledgee, mortgagee or holder, insurer or guarantor of a mortgage on a Unit shall be entitled to a financial statement for the immediately preceding fiscal year and timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the condominium property or the unit securing the mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit.

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

(d) Any proposed action which requires the consent of a specified percentage of mortgage holders.

ARTICLE XIV Surrender

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself, and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Pinellas County, the State of Florida, or the United States of America.

ARTICLE XV Amendment of By-Laws

The By-Laws of the corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4ths) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declaration of Condominium, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to these By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. Notwithstanding anything to the contrary herein, no amendment may be made to these By-Laws of the Association or the Articles of Incorporation which affects the rights and privileges provided to the Developer without the consent of the Developer.

ARTICLE XVI
Construction

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Cloisters#2/Byl

NO Rec 29.00
Plat 45.00

Int
Tot 74.00 dp

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

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 84, Pages 77 thru 79 inclusive, Public Records of Pinellas County, Florida. Original Condominium plats pertaining hereto are recorded in Condominium Plat Book 82, Pages 110 through 112, inclusive, Public Records of Pinellas County, Florida.

JUN 3 1961

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
Carole Way

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.

Carole Way
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
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 30th day of May, 1985.

Carole Way
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires: Dec. 31, 1987

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

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 N 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°58'01", an
arc length of 392.53 feet and a chord bearing N 52°18'52" W, for
365.12 feet; thence N 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.

EXHIBIT "A"

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

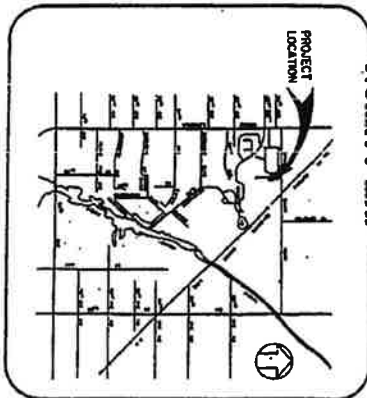
**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE II)
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA**

LEAD, DESCRIPTION - ALL LEADS TO BE INCLUDED IN THE CLUSTERS AT BANGORON,
A CONTINUOUS (WALK BY)

A tract of land lying in the Southwest 1/4 of Section 12, Township 20 South, Range 11 East, Franklin County, Florida, and being more particularly described as follows:

[illegible]

VICINITY MAP



MAY, 1965 OJ - MAY, 1965

Post, Buckley, Schuh & Jernigan, Inc.
 Commercial & Real Estate Division
 1000 Pennsylvania Avenue, N.W.
 Washington, D.C. 20004

REVISIONS OF MINING ACTS

[illegible]

EXHIBIT "A"

3 2 1 0

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

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

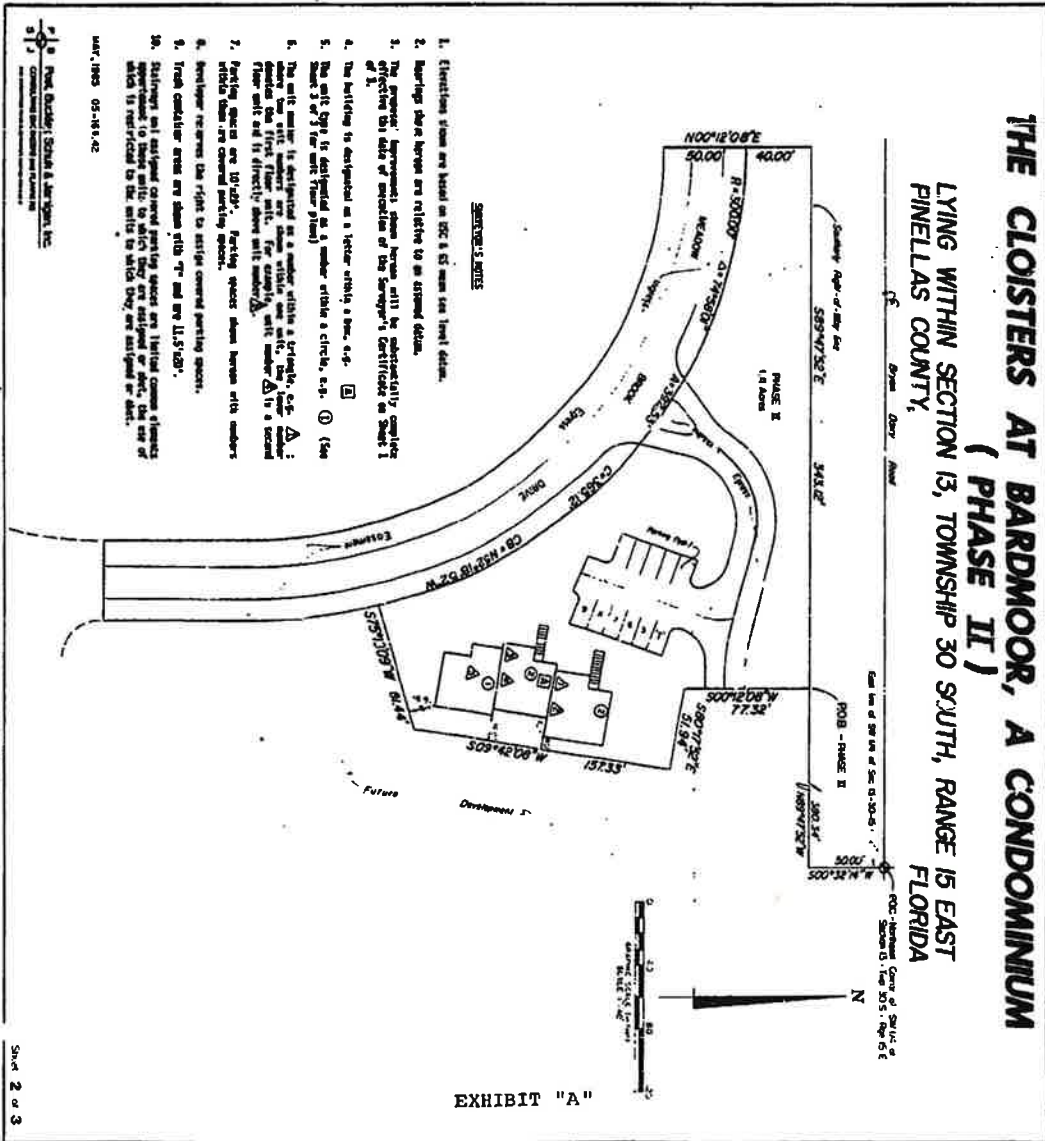


EXHIBIT "A"

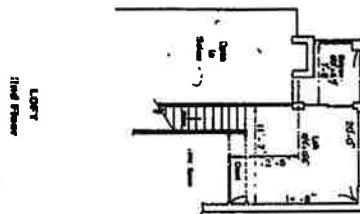
THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

Paul Shockey, Owner & Designer, Inc.
10000 South 30th Avenue, Suite 100
Pinellas County, Florida 33557

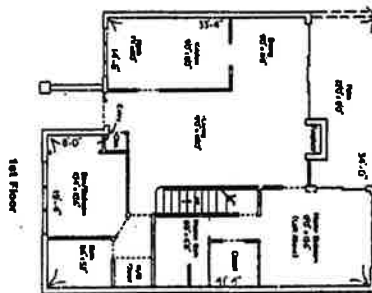
MA, 005 03-164-12

THE CLOISTERS AT BARDMOOR, A CONDOMINIUM

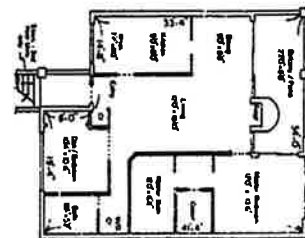
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



Townhouse Type 1



Flat Type 2



GENERAL NOTES

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 boundary walls are common elements.
3. Common elements are those portions of the individual property that are common to two or more units. Common elements include the individual common areas and the common areas.
4. Second floor elevation is 9'-0" above first floor elevation.

Building Area Schedule

Building Area	Building Area
Unit 1	1,100 sq. ft.
Unit 2	1,100 sq. ft.
Unit 3	1,100 sq. ft.
Unit 4	1,100 sq. ft.
Unit 5	1,100 sq. ft.

LEGEND
..... indicates boundary
(000's 000's) indicates approximate area dimensions

EXHIBIT "A"

01 Cash 11 Chg
2480
45.00
NS Int
Tot 74.30

85124760

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

FILED
Karl...
JUN 17 2 58 PM '85

O.R. 6014 PAGE 610

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 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 HERETO ARE
CONDOMINIUM PLAT BOOK 82, PAGES 110 THROUGH 112 INCLUSIVE, PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA.
CONDOMINIUM PLANS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM
PLAT BOOK 85, PAGES 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.

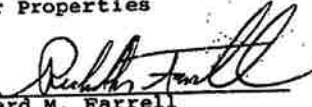
IN WITNESS WHEREOF, BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Bardes Corporation of Pinellas County, d/b/a Bardmoor Properties has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed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

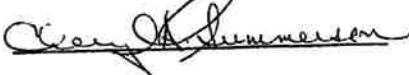
WITNESSES:

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

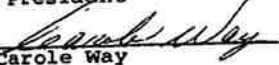


BY:


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 28th day of May, 1985.



Notary Public

My Commission Expires:

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

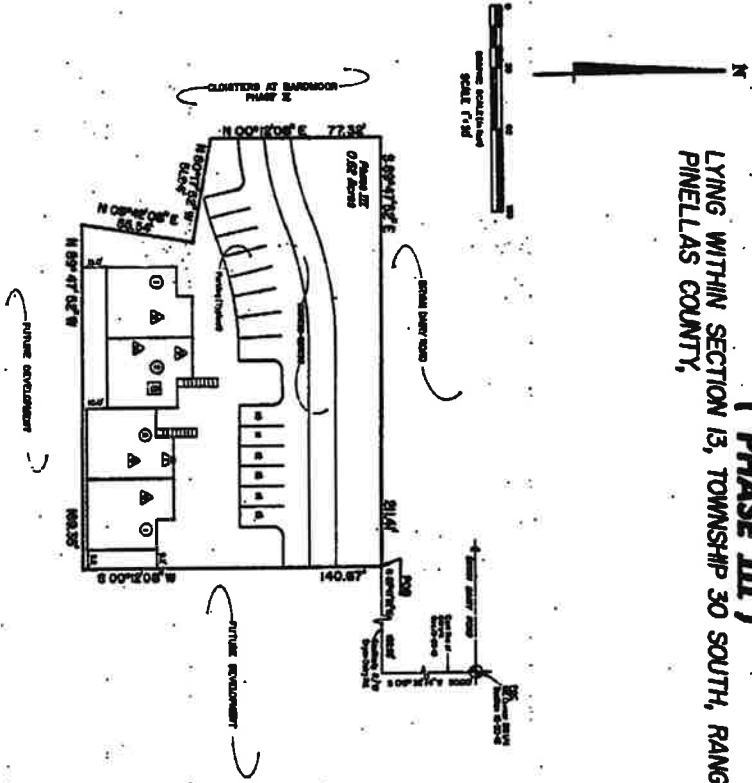
LEGAL DESCRIPTION

ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A
CONDOMINIUM (PHASE 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 140.67 feet; thence N 89°47'52" W, for 169.35 feet; thence
N 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



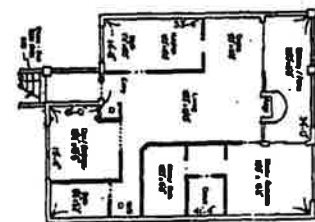
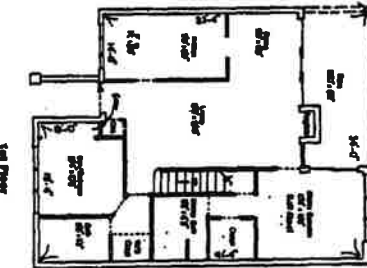
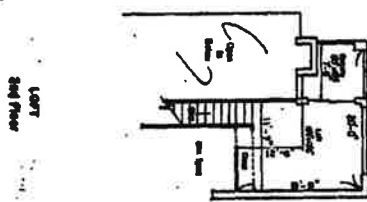
- NOTES:**
1. Dimensions shown are based on a 1/4" = 1' scale.
 2. Building shown is a 10-story building.
 3. The proposed building is a 10-story building with a curved section on the right.
 4. The building is situated on a 140.87' x 140.87' lot.
 5. The lot is situated on a 140.87' x 140.87' lot.
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 82. The lot is situated on a 140.87' x 140.87' lot.
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 84. The lot is situated on a 140.87' x 140.87' lot.
 85. The lot is situated on a 140.87' x 140.87' lot.
 86. The lot is situated on a 140.87' x 140.87' lot.
 87. The lot is situated on a 140.87' x 140.87' lot.
 88. The lot is situated on a 140.87' x 140.87' lot.
 89. The lot is situated on a 140.87' x 140.87' lot.
 90. The lot is situated on a 140.87' x 140.87' lot.
 91. The lot is situated on a 140.87' x 140.87' lot.
 92. The lot is situated on a 140.87' x 140.87' lot.
 93. The lot is situated on a 140.87' x 140.87' lot.
 94. The lot is situated on a 140.87' x 140.87' lot.
 95. The lot is situated on a 140.87' x 140.87' lot.
 96. The lot is situated on a 140.87' x 140.87' lot.
 97. The lot is situated on a 140.87' x 140.87' lot.
 98. The lot is situated on a 140.87' x 140.87' lot.
 99. The lot is situated on a 140.87' x 140.87' lot.
 100. The lot is situated on a 140.87' x 140.87' lot.

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

REV. 1983 CD-4442
PAC. BLDG. CO. INC.
CIVIL AND ARCHITECTURAL
ENGINEERING AND SURVEYING

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

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



1st Floor

2nd Floor

3rd Floor

GENERAL NOTES

1. The dimensions and limits of the individual units are shown on the master plan of the building and shall be as shown on the master plan. The master plan is based on the master plan and shall be as shown on the master plan. The master plan is based on the master plan and shall be as shown on the master plan. The master plan is based on the master plan and shall be as shown on the master plan.
2. All boundary walls are common elements.
3. Common elements are those portions of the common property that are not contained within the individual condominium units or the limited common elements.
4. Second floor elevation is 9'-0" above First Floor elevation.

FINISHES

Room	Finish
Living Room	Carpet
Dining Room	Carpet
Kitchen	Carpet
Bedroom	Carpet
Bathroom	Carpet
Hallway	Carpet
Staircase	Carpet
Utility Room	Carpet
Storage Room	Carpet
Laundry Room	Carpet
Garage	Carpet

Legend
--- Common Element
--- Limited Common Element

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 11th day of June, 1985.

Notary Public
My Commission Expires:

Notary Public
My Commission Expires: 17 1987
S.S.C.

01 Cash 11 Chg
41 DS Plat 45 ✓
not 70 ✓

85158639

2
D.R. 8044 PAGE 115

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

BARDES CORPORATION, an Ohio corporation, authorized to do business in the State of Florida as Barde 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
Bartaglia, Flota, Etc., Attorney at Law
P.O. Box 41100 870 Tyrone Boulevard
St. Petersburg, Florida 33743

Page 1

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 86, Pages 33 through 35 inclusive, Public Records of Pinellas County, Florida.

Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 82, Pages 110 through 112 inclusive, Public Records of Pinellas County, Florida.

JUN 31 12 21 PM '85

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 P. Jones

BY:

Richard M. Farrell
Richard M. Farrell
Vice President

Carole Way

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 P. Jones
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 6, 1988
BONDED THRU GENERAL INS. UND.

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 July day of July, 1985.

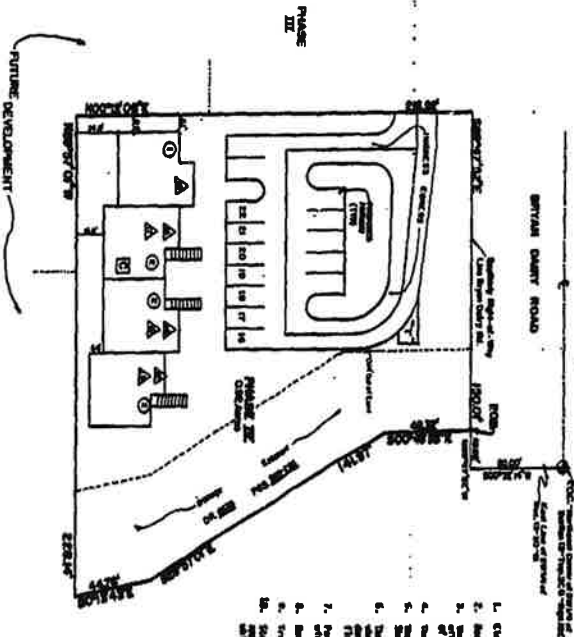
Christie A. Jones
Notary Public
My Commission Expires:

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

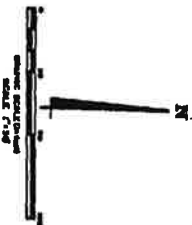
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 6, 1988
BONDED THRU GENERAL INS. UND.



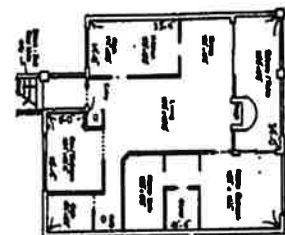
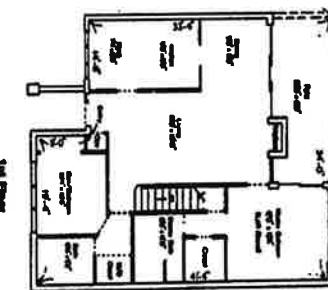
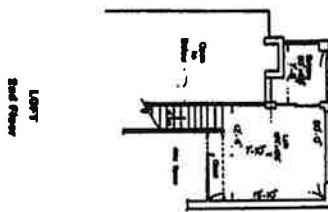
**THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE IV)
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA**



1. Easements shown are based on the 1/4, 1/2, 3/4, and 1/8 acre lots.
2. Easements shown herein are subject to all recorded claims.
3. The proposed improvements shown herein are subject to all recorded claims.
4. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.
5. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.
6. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.
7. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.
8. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.
9. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.
10. The building to be constructed is a building within a lot, e.g., 1/4, 1/2, 3/4, and 1/8 acre lots.



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



Unit Type 1

Unit Type 2

EXHIBIT "A"

1. The dimensions and layout of the individual units are shown on the floor plan of the individual unit, and the location of the unit is shown on the site plan. The unit is shown on the site plan with its own entrance and exit, and is shown with its own parking space. The unit is shown with its own storage area, and is shown with its own laundry area. The unit is shown with its own kitchen, and is shown with its own living area. The unit is shown with its own bedrooms, and is shown with its own bathrooms. The unit is shown with its own closets, and is shown with its own storage area. The unit is shown with its own entrance and exit, and is shown with its own parking space. The unit is shown with its own storage area, and is shown with its own laundry area. The unit is shown with its own kitchen, and is shown with its own living area. The unit is shown with its own bedrooms, and is shown with its own bathrooms. The unit is shown with its own closets, and is shown with its own storage area.
2. All boundary walls are common elements.
3. Common elements are those portions of the condominium property that are owned in common by the owners of the individual units or by the condominium association.

DATE: 05-10-02
BY: [Signature]
FOR: [Signature]

Unit No.	Area
001	1,000
002	1,000
003	1,000
004	1,000
005	1,000
006	1,000
007	1,000
008	1,000
009	1,000
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01 Cash 11 Chg
40 Rec 29.00
47753
48 Int 115.00
Tot 82.00

85183037

O.R. 6005 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 '85

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 VII.

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.

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,

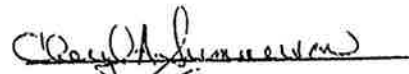

This instrument prepared by and to be returned to:
CHRISTIE S. JONES
Bartelba, Carr, Egan, Architects, P.A.
P.O. Box 41100
St. Petersburg, Florida 33713


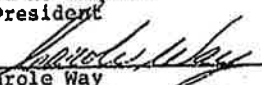
IV, V, VI and VII, shall have an undivided share in the ownership of the common elements and the common surplus equal to one forty-second (1/42nd) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred 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 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 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 Bardmoor Properties

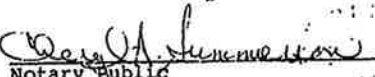


(Corporate Seal)

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 26th day of August, 1985.


Notary Public
My Commission Expires: Sept 17, 1987

JOINDER OF MORTGAGEE

O.R. 6005 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.

Wanda A. Summers
Gail E. Zimmerman

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 21st day of August, 1985.

Wanda A. Summers
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
Expires Sept. 17, 1987
WANDA A. SUMMERS
1000 1st AVENUE NW
ALBUQUERQUE, NM 87102

/nab

LEGAL DESCRIPTION

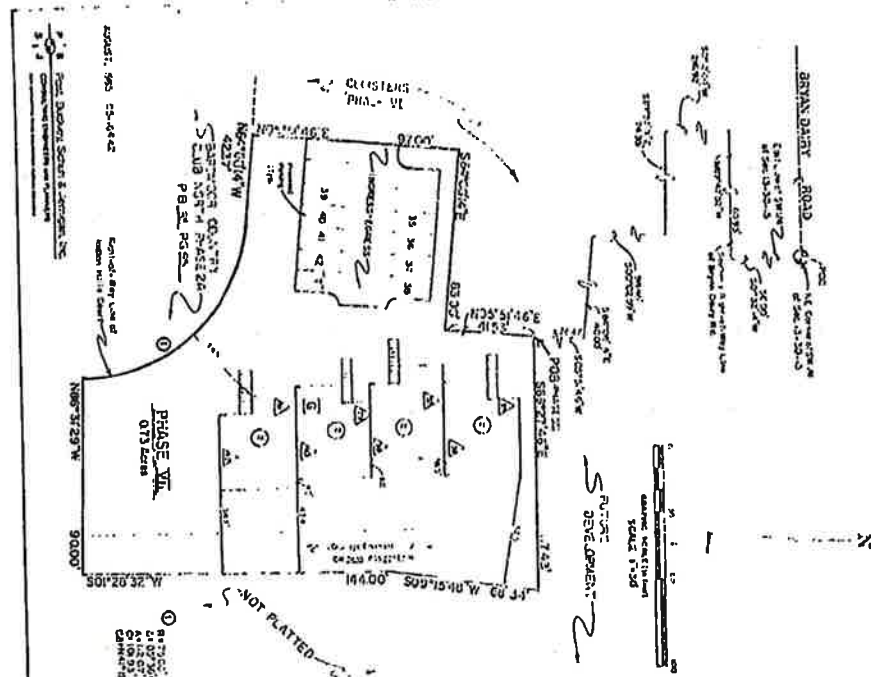
ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE VII)

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 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; 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 0.73 acres, more or less.

EXHIBIT "A"

THE CLOISTERS AT BAYVIEW A CONDOMINIUM PHASE VII LYING WITHIN SECTION 15, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



1. Creation of the Condominium is based on the following:
2. The Condominium is located on the following:
3. The Condominium is located on the following:
4. The Condominium is located on the following:
5. The Condominium is located on the following:
6. The Condominium is located on the following:
7. The Condominium is located on the following:
8. The Condominium is located on the following:
9. The Condominium is located on the following:
10. The Condominium is located on the following:

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

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



Townhouse Type 1

Flat Type 2

1. The owner, not less than 75% of the total area, shall have the right to use the common areas for the purpose of the project and shall have the right to use the common areas for the purpose of the project and shall have the right to use the common areas for the purpose of the project.
2. The owner shall have the right to use the common areas for the purpose of the project and shall have the right to use the common areas for the purpose of the project.
3. The owner shall have the right to use the common areas for the purpose of the project and shall have the right to use the common areas for the purpose of the project.

Existing Floor Elevations

1st Floor	1.00
2nd Floor	2.00
Loft	3.00
Basement	4.00
Garage	5.00
Driveway	6.00
Pool	7.00
Deck	8.00
Stairs	9.00
Entrance	10.00
Exit	11.00
Roof	12.00
Foundation	13.00
Foundation	14.00
Foundation	15.00
Foundation	16.00
Foundation	17.00
Foundation	18.00
Foundation	19.00
Foundation	20.00
Foundation	21.00
Foundation	22.00
Foundation	23.00
Foundation	24.00
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Foundation	92.00
Foundation	93.00
Foundation	94.00
Foundation	95.00
Foundation	96.00
Foundation	97.00
Foundation	98.00
Foundation	99.00
Foundation	100.00

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

85207442

O.R. 6086 PAGE 2028

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 5645, 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 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 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
Battaglia, Pess, Etc., Attorneys at Law
P.O. Box 41100 880 Tyrone Boulevard
St. Petersburg, Florida 33743

01 Cash 11 Ctg
40 Rec 29.00
41-55 45.00 47 8.00
43 Int
Tot 92.00
BA


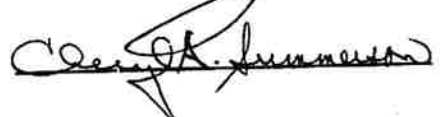
Page 1

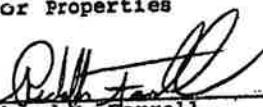
IV, V and VI, shall have an undivided share in the ownership of the common elements and the common surplus equal to one thirty-fourth (1/34th) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (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, 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 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
Vice President

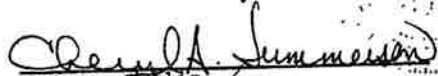
ATTEST: 
Carole Way
Assistant Secretary

(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 17th day of September, 1985.


Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
JAMES H. HARRIS, Notary Public
1100 N. W. 10th Avenue, Suite 1000, Ft. Lauderdale, FL 33304

JOINDER OF MORTGAGEE

O.R. 6086 PAGE 2030

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 called "Mortgagee"), the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A" attached hereto and made a part hereof by reference, which mortgage is dated August 21, 1978, and was filed the 21st day of August, 1978, in O.R. Book 4739, at Page 102, as Clerk's Instrument Number 78121737, 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, hereby joins in and consents to the making of the foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE I) ADDING PHASE VI, 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 Amendment to 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 d/b/a Bardmoor Properties.

Gail E. Zimmerman
Carol A. Zimmerman

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

Attest: *Carol A. Way*
Carol A. Way
Its Assistant Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

(Corporate Seal)

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 17th day of September, 1985.

Carol A. Zimmerman
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 17, 1987
BONDED THROUGH THE FLORIDA
& HAWKINS INSURANCE COMPANY

LEGAL DESCRIPTION

D.R. 6086 PAGE 2031

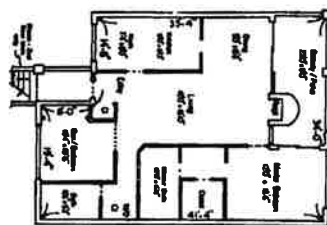
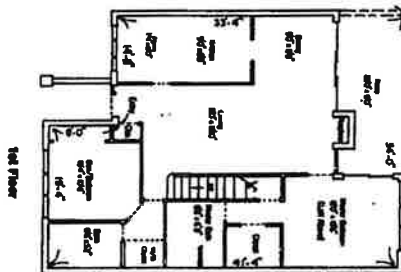
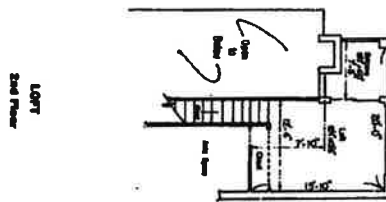
ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A
CONDOMINIUM (PHASE VI)

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°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; 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 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 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 69.00 feet; thence N 84°08'14" W, for
40.50 feet; thence N 05°51'46" E, for 96.00 feet; thence
S 84°08'14" E, for 147.00 feet to the POINT OF BEGINNING, and
containing 0.46 acres, more or less.

O.R-6086 PRICE 2033

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



Temposco Type 1

First Type 2

GENERAL NOTES

1. The dimensions and layout of the individual units are shown on the floor plan. The dimensions are shown in feet and inches. The layout is shown in the floor plan. The dimensions and layout of the individual units are shown on the floor plan. The dimensions are shown in feet and inches. The layout is shown in the floor plan.
2. All boundary walls are common elements.
3. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.

LEGEND
--- Boundary
(door & door) Boundary separation from other units

Existing Floor Elevations
Building No. 1
17th Floor
27th Floor

SEPTEMBER, 1985 05-14-85
P. J. Buckley, S. J. Buckley, Inc.
Architects and Engineers
10000 N. 15th Ave., Suite 100
Tampa, FL 33613

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

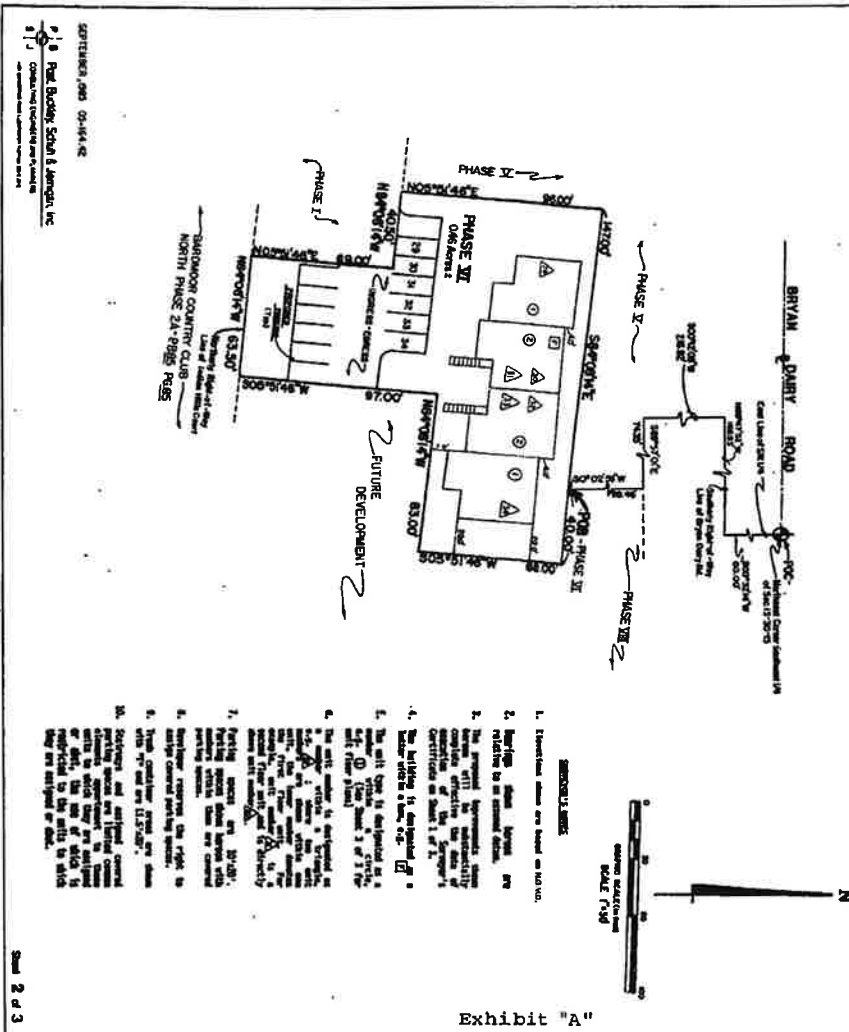


Exhibit "A"

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 88, at Pages 8 through 16, inclusive, Public Records of Pinellas County, Florida.

85230209

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

QR. 6105 PAGE 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

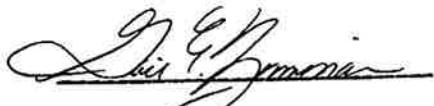

RECORDED
INDEXED
MAR 31 12 28 PM '85
Kathleen T. Smith
Pinellas County Clerk

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

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 9th day of October, 1985.


Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
C. J. SIBLEY
SIBLEY & ASSOCIATES, INC.

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

Charles A. Summerson
Carole Way

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) 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 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 9th day of October, 1985.

Charles A. Summerson
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
P. HENDERSON, THRU MORTGAGEE SIBLEY
& HARVEY INSURANCE & BONDS INC.

QR.6105 PAGE 1808

LEGAL DESCRIPTION

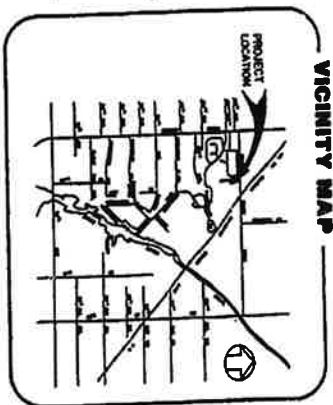
ALL LANDS THAT MAY BE INCLUDED IN THE CLOISTERS AT BARDMOOR, A
CONDOMINIUM (PHASE VIII)

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 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 215.92 feet; thence
S 89°57'01" E, for 74.35 feet to the POINT OF BEGINNING; thence
continue S 89°57'01" E, for 153.79 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.

COMPOSITE
EXHIBIT A

LEGAL DISPOSITION — ALL LAND TO BE INCLOSURED AS GAME RESERVATION AT BALBOON, A COMMODOROUS RIVIERA RESORT

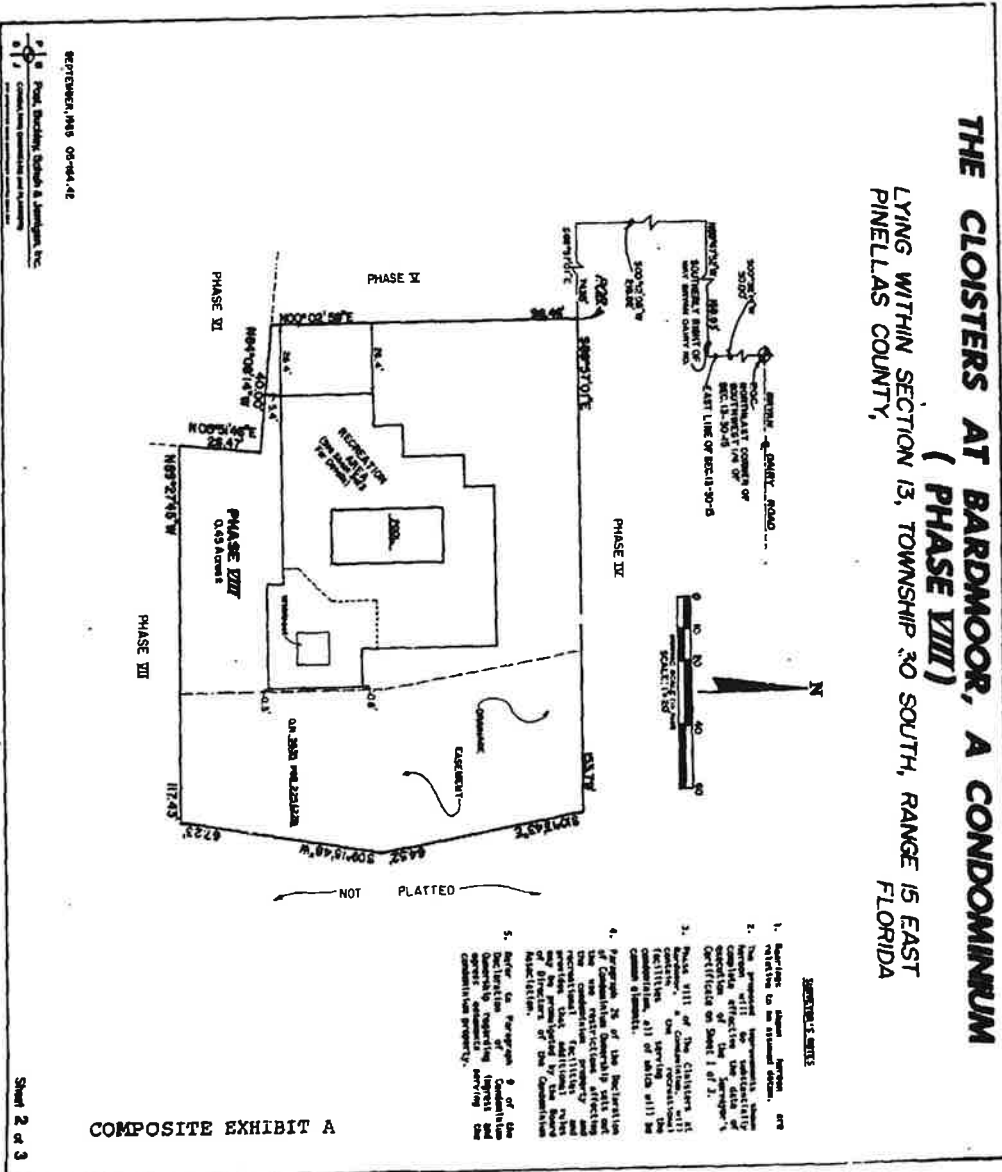


COMPPOSITE EXHIBIT A

06/27/2007, 00:05 03-164 42

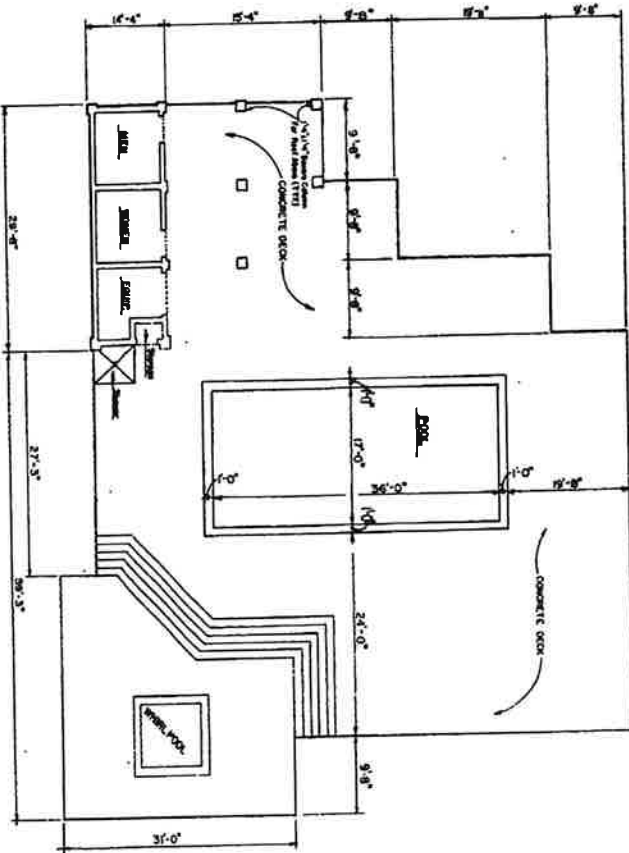
The underlying, being a lawyer, authorizing to practice in the State of Florida, pursuant to Section 710.10(4)(a), Florida Statutes, hereby certifies that the construction of the proposed Florida State Penitentiary will not displace the underlying together with the residents of the jurisdiction as described in the application. The underlying together with the residents of the jurisdiction as described in the application will not be displaced from the jurisdiction.

Figure 1. of 3



(PHASE VIII)

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



Legend
----- (Reference only)

REF ID: A66666, (000) 000000

Print, Buckley, Stachurski & Jernigan, Inc.
Columbia, Penn. (August 1986 and FY Award '86)
and expanding being information within the area

COMPOSITE EXHIBIT A.

SCALE: 1"=10'

Cash 11 Chg

rec 2/10

41 DS 2/10

43 Int

Tot 66.00

86069572

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,

Karen F. DeChalco

CLERK CIRCUIT COURT

APR 3 1 41 PM '86

This instrument prepared by AND TO BE RETURNED TO:
CHRISTIE S. JONES
Byregilla, Hart, Etc., Attorneys at Law
P.O. Box 41100 800 Tyrone Boulevard
St. Petersburg, Florida 33743

Page 1

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. Summerson
Christie R. 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. Summerson
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1987
RENDERED THRU HUCKLEBERRY SIBLEY
& HARVEY INSURANCE & BONDS INC

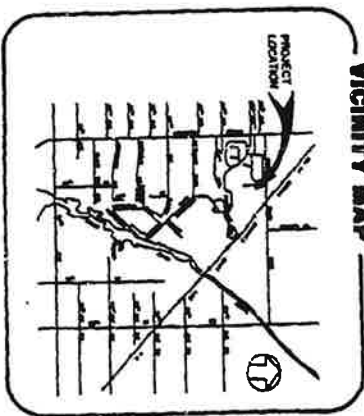
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM
(PHASE: V)
LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DISCLOSURES - ALL LISTS TO BE INCLUDED IN THE CLOTHING AT MALIBU, A CORP (NOT IN THE 7)

A report of land lying in the Government L/10 of Section 15, Township 20 South, Range 16 East, Platteau County, Florida, and being more particularly described as follows:

[illegible]

VICINITY MAP



THE CLAIMANTS AT BALBOONA, A COOPERATIVE/US CULTIVATORS, PLEASE CONFIDENTIAL

[illegible]

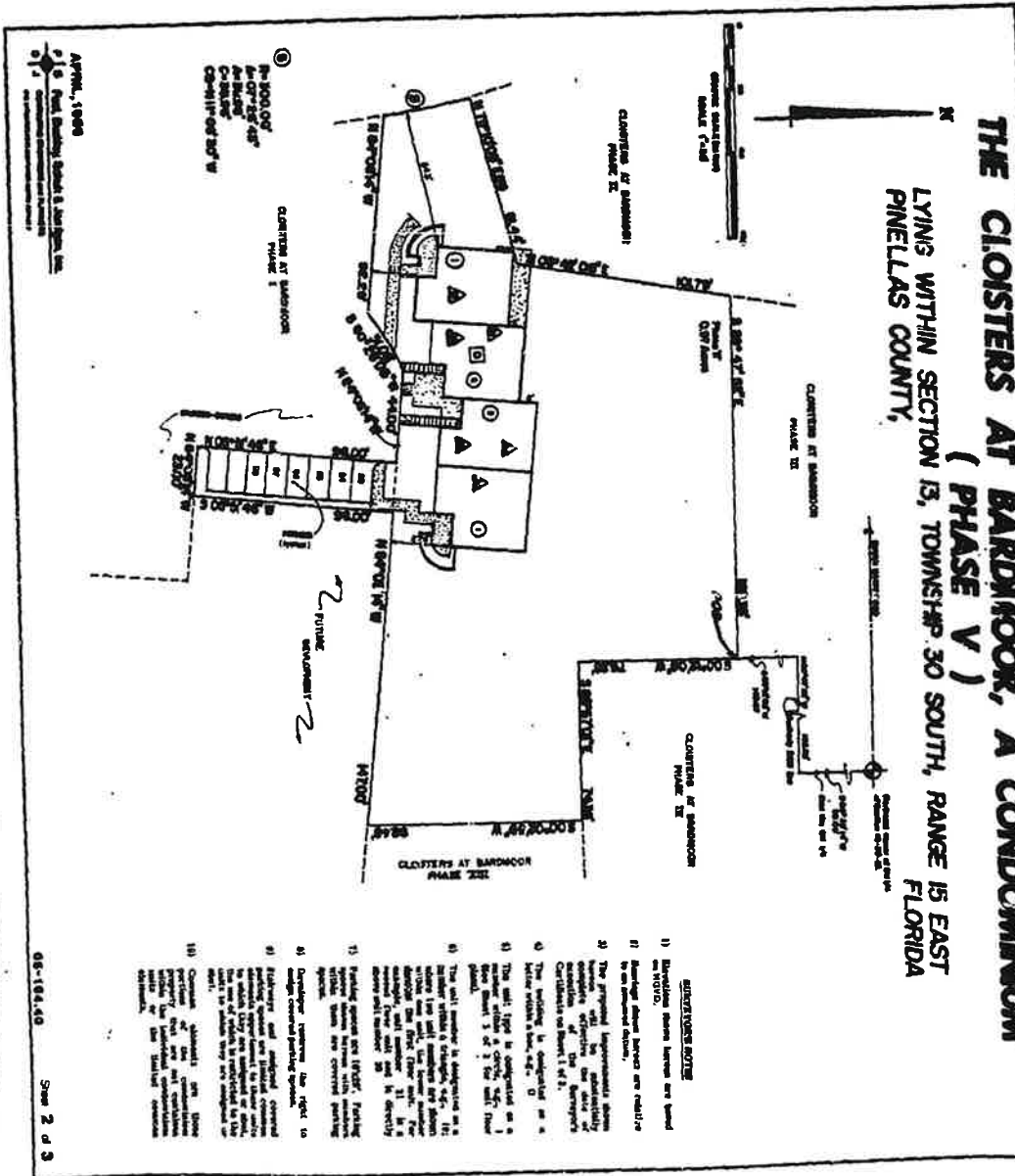
Harry J. K. Engineering
Professional Land Surveyor #2112
State of Florida

05-162,40

Sheet 1 of 3

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

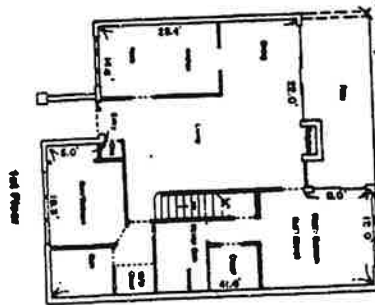
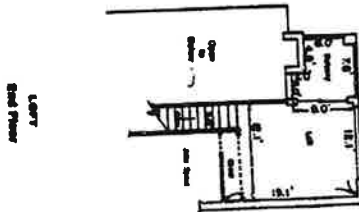
THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE V) LYING WITHIN SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



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

**THE CLOISTERS AT BARDINOOR, A CONDOMINIUM
(PHASE V)**

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



Thickness	Type	1
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Model	Type	Id
Model 1	Model 1	1
Model 2	Model 2	2
Model 3	Model 3	3
Model 4	Model 4	4
Model 5	Model 5	5
Model 6	Model 6	6
Model 7	Model 7	7
Model 8	Model 8	8
Model 9	Model 9	9
Model 10	Model 10	10
Model 11	Model 11	11
Model 12	Model 12	12
Model 13	Model 13	13
Model 14	Model 14	14
Model 15	Model 15	15
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Model 91	Model 91	91
Model 92	Model 92	92
Model 93	Model 93	93
Model 94	Model 94	94
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Model 97	Model 97	97
Model 98	Model 98	98
Model 99	Model 99	99
Model 100	Model 100	100

BIRMINGHAM		MEMPHIS	
STATION	TIME	STATION	TIME
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20	11:14	Cable News	11:14
21	11:14 11:14 11:14 11:14 11:14	Cable News Cable News Cable News Cable News Cable News	11:14 11:14 11:14 11:14 11:14
22	11:14	Cable News	11:14
23	11:14	Cable News	11:14
24	11:14	Cable News	11:14

- [illegible]

APRIL, 1966

Post, Buckley, Schuh & Jernigan, Inc.
ATTORNEYS AT LAW
100 International Parkway, Suite 2000
New York, New York 10020-6000
Tel. (212) 859-2000
Fax (212) 859-2001

Abstract

SEP 3 11 3

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

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

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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	84/77-79
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
Battaglia, Ross, 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

PAGES 110-112.
PAGES 77-79.
PAGES 33-35.
CONDOMINIUM PLAT BOOK 82
PLAT BOOK 82
PLAT BOOK 86

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.

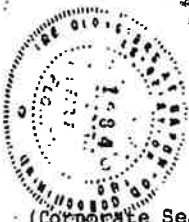
6. AMENDMENT ADDING PHASE VII:

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.

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 Loffman
President

Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss:

I HEREBY CERTIFY that on the 7th day of March, 1990, before me personally appeared Bob Loffman and N.R. Jacob, the President and Secretary 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 validity thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

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

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 1, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

26066131 NSB 03-13-90 15:50:51
01 -
RECORDING 1 \$15.00
TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00

RETURN TO

Prepared By: Mikell L. St. Germain
Somers Title Company
32684 US HWY 19
Palm Harbor, FL 34684
incidental to the issuance of a title insurance policy.
File Number: 02010017
Parcel ID #:
Grantee(s) SS #:

02-144609 APR-17-2002 3:15 PM
PINELLAS CO BK 11951 PG 1204

WARRANTY DEED (CORPORATE)

This WARRANTY DEED, dated 16th day of April, 2002 by:
THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.
whose post office address is:

hereinafter called the GRANTOR, to
PINELLAS COUNTY, a political subdivision of the State of Florida
whose post office address is: c/o Eng. Dept. 315 Court Street, Clearwater, Florida 33756

hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in PINELLAS County, Florida, viz:

That part of Phases II, III and IV of THE CLOISTERS AT BARDMOOR, A CONDOMINIUM, as shown on plat recorded in Condominium Plat Book 82, Page 110, amended to add Phase II in Condominium Plat Book 84, Page 77, to add Phase III in Condominium Plat Book 85, Page 3 and to add Phase IV in Condominium Plat Book 86, Page 33, all in accordance with, and subject to the Declaration of Condominium recorded in O.R. Book 5931, Page 612, and all amendments thereto, that lies within 55 feet of the north line of the SW 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida.

PROPERTY IS UNDER THE THREAT OF CONDEMNATION. NO STATE DOCUMENTARY STAMPS ARE REQUIRED

"Payment includes compensation for land, improvements and any and all damages to the remainder"

RETURN TO: RIGHT OF WAY ADMINISTRATION
SPECIAL ACCOUNT - ATTN: AGENT

PAGES _____
ACCT # _____
CHG AMT _____
CK AMT _____
REC _____
DS DR219 _____
DS _____
PLT _____
FEES _____
MTT _____
P/C _____
REV _____
TOTAL _____

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2002 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: [Signature]
Print Name: MIKELL L. ST. GERMAIN

THE CLOISTERS AT BARDMOOR CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Madelyn Liss, President

Signature: [Signature]
Print Name: ANSCHUTZ, NATHAN JR.

State of Florida
County of Pinellas

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on 16th day of April, 2002 by:
Madelyn Liss, President
of
THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC.
on behalf of the corporation.
He/She is personally known to me or who has produced driver's licenses as identification.

Notary Seal



Signature: [Signature]
OFFICIAL NOTARY SEAL: MIKELL ST. GERMAIN
Mikell L. St. Germain
COMMISSION NUMBER
CC 567967
MY COMMISSION EXP
SEPTEMBER 24, 2004

Project: Bryan Dairy Road
Starkey Road to 72nd Street North)
PID No.: 902588

Prepared by and return to:
James R. Meloy, Real Property Division
Attn: Elizabeth Lewis
509 East Avenue South
Clearwater, FL 33756

WALL EASEMENT AND MAINTENANCE AGREEMENT

THIS WALL EASEMENT AND MAINTENANCE AGREEMENT, made this 22nd day of July, 2009, by and between THE CLOISTERS AT BARDMOOR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 8000 Bardmoor Boulevard, Largo, Florida 33777, hereinafter referred to as "THE CLOISTERS," and PINELLAS COUNTY, Attention: Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

THAT THE CLOISTERS and COUNTY, their successors and assigns, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey, bargain, and agree to enter into a permanent Wall Easement to the COUNTY and Maintenance Agreement over, under and upon that portion of that certain property which is owned by THE CLOISTERS, and located in Pinellas County, Florida, to wit:

Lands described in legal description attached as Exhibit "A" hereto and made a part hereof, hereinafter referred to as the "Easement."

TO HAVE AND TO HOLD said Wall Easement and Maintenance Agreement unto both parties, their successors and assigns forever, subject to the following conditions:

1. THE CLOISTERS:

(a) THE CLOISTERS will allow the COUNTY reasonable access to the Easement across adjacent property, and or common area, owned or managed by THE CLOISTERS for wall construction, inspection, and maintenance purposes.

(b) THE CLOISTERS is allowed to select a single texture to be used on the wall from the Florida Department of Transportation (FDOT) Index 5201. Said single texture will be used on both sides of the wall for the entire length of the wall. THE CLOISTERS is allowed to

select a single color paint from the following:

Fed Shade # 34670 – "Misty Bay"

Fed Shade # 36415 – "Sandalwood"

Fed Shade # 37886 – "Pearl White"

Said color paint will be graffiti resistant or have a graffiti resistant coating, dependant on manufacturer specification compatibility. In the event said colors are no longer manufactured or approved by FDOT for use on noise barriers along arterial roadways, alternative colors may be used, provided they meet Federal Standard 595B (July 1994) and are approved by FDOT for use on noise barriers along arterial roadways.

(c) THE CLOISTERS may landscape the Easement area with low-lying shrubs and bushes (no trees or vines), subject to COUNTY's approval, which will not be unreasonably withheld. All low-lying shrubs and bushes shall be planted and maintained to achieve a minimum 12" clear space to the surface of the wall. The replacement or repair of damages to landscaping and irrigation within the Easement, that may occur during construction or maintenance activities, are the responsibility of THE CLOISTERS .

(d) THE CLOISTERS will be allowed to construct a subdivision sign which mounts on the noise wall, and if said sign is to be constructed, THE CLOISTERS will be required to apply for a permit and comply with any required specifications within 45 days of receiving a copy of the COUNTY's noise wall design. This allowance is conditional upon THE CLOISTERS permitting the COUNTY to remove the existing sign, wall, and landscaping adjacent to the noise wall during the construction of the Bryan Dairy Road project. COUNTY shall not be responsible for the costs of replacing these facilities. THE CLOISTERS is to bear all cost of design, construction, installation, and maintenance of sign in addition to any associated landscaping and irrigation, as defined in paragraph 1(c). In the event the sign conflicts with the COUNTY's maintenance activities, THE CLOISTERS must remove the sign within 48 hours of notification. Once the COUNTY's maintenance is completed, THE CLOISTERS may reinstall their sign, subject to conditions approved in the original permit.

(e) THE CLOISTERS shall maintain Easement area, including, but not limited to, ground maintenance (mowing, sod, landscape, irrigation etc.), and the wall surface (graffiti removal, paint, and texture).

2. COUNTY:

(a) COUNTY shall bear the expense for design and construction of the concrete noise abatement wall, which includes vegetation removal, grading, sod restoration, capping, and removal of existing irrigation within the Easement area, that may conflict with the construction of the wall. The wall shall be textured and painted on both sides, in accordance with the terms in paragraph 1(b).

(b) COUNTY will be responsible for maintenance and repair of the wall's structural elements to insure the safety and continued strength of the facility.

(c) COUNTY shall be responsible for any damage to adjacent lands, outside the Easement, used for accessing the Easement, that may have been caused by the COUNTY during construction and/or maintenance of wall, said damages shall be restored to equal or better condition.

(d) The noise abatement wall will be constructed during the Bryan Dairy Road Project (PID No. 920588). The COUNTY's contractor will determine when the wall will be constructed during the project implementation. The COUNTY will coordinate with the contractor to see if the wall could be constructed during the early stages of the Bryan Dairy Road Project.

3. This Wall Easement and Maintenance Agreement grants THE CLOISTERS and COUNTY, the reasonable right, with reasonable advance notification, for either party to have ingress and egress across THE CLOISTERS property and the Easement area, to perform necessary maintenance.

4. THE CLOISTERS has no knowledge of any other easement, underground utility, or service connection within the proposed Easement, other than the overhead power line.

5. This agreement may allow either party quiet enjoyment of the Easement to the extent that such use does not interfere with the rights granted herein.

6. Except for those acts reasonably necessary to accomplish the purpose of this Agreement, THE CLOISTERS and the COUNTY also covenant not to do any acts or things, which it could reasonably expect to cause damage to either party's property rights. With respect to any person not a party to this Agreement, this paragraph should not be construed as a waiver of any defense or limitation available to THE CLOISTERS or the COUNTY pursuant to Florida Statutes, Section 768.28, as now in effect as may be amended from time to time.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

THE CLOISTERS AT BARDMOOR
CONDOMINIUM ASSOCIATION, INC.

WITNESSES:

[Signature]
Print Name: STEVEN H. DEVESTINE

[Signature]
Print Name: BARBARA BOWMAN

[Signature]
Print Name: STUART DYSON

[Signature]
Print Name: ROBERT C. OLD P

[Signature]
JAMES DEES, PRESIDENT

Attest: [Signature]

Print Name: Madelyn Liss

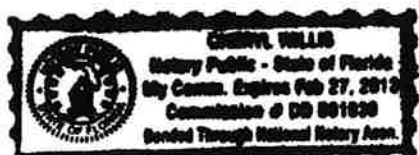
Title: Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of May, 2009, by James Dees,, as President of the The Cloisters at Bardmoor Condominium Association, Inc., on behalf of the corporation. The individual is personally known to me or has produced a Florida Driver's License as identification.

NOTARY
SEAL
My Commission Expires: Feb 27, 2013

NOTARY [Signature]
Print Name: Cheryl Willis
Commission Number: DB 861030



SIGNED AND DELIVERED
IN THE PRESENCE OF:

COUNTY:
PINELLAS COUNTY, FLORIDA

WITNESSES:

Della Kly
Print Name: Della Kly

Kelly A. Ramaciore
Print Name: Kelly A. Ramaciore

By: Robert S. LaSala
ROBERT S. LASALA,
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22nd day of July, 2009,
by Robert S. LaSala, who is personally known to me.

NOTARY
SEAL

NOTARY PUBLIC-STATE OF FLORIDA
Kelly A. Ramaciore
Commission # DD888490
Expires: JULY 04, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires

NOTARY

Kelly A. Ramaciore
Print Name: Kelly A. Ramaciore
Commission Number: DD888490

exp 7/4/13

PINELLAS COUNTY PUBLIC WORKS
DIVISION OF SURVEY AND MAPPING
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2347



SECTION(S) 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST

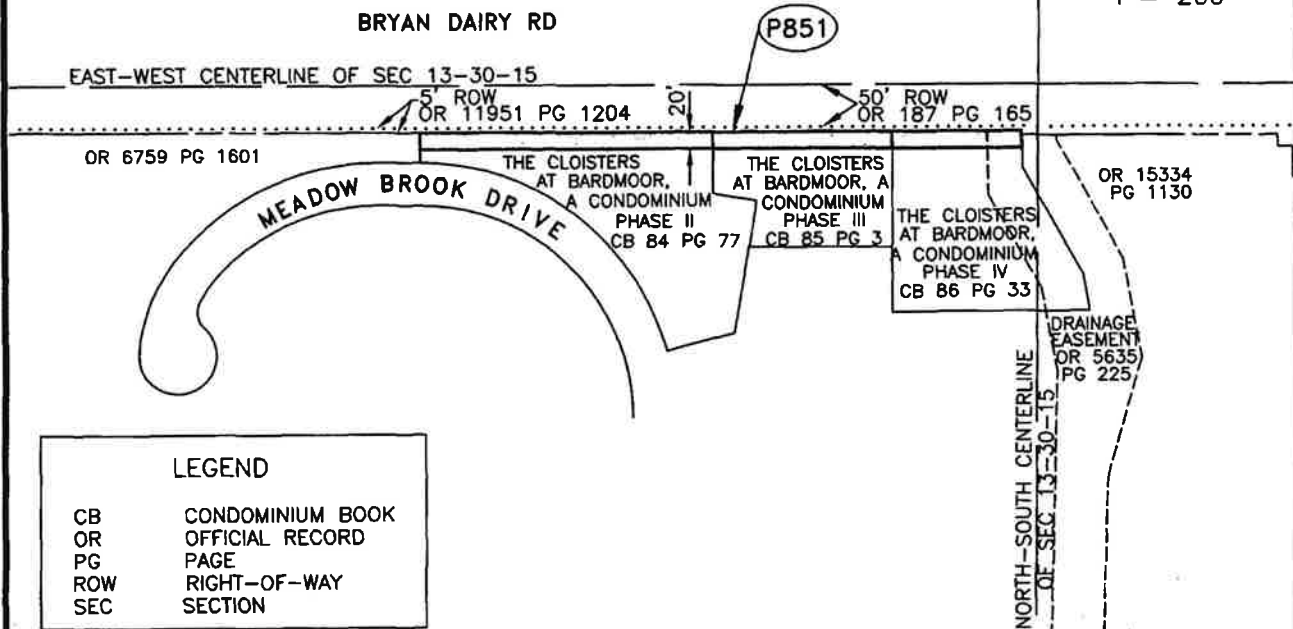
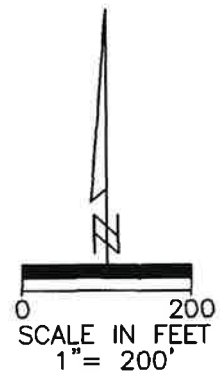
Additional or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

DESCRIPTION

The South 20.00 feet of the North 25.00 feet, THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE II), according to the plat thereof, as recorded in Condominium Book 84, Page 77, THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE III), according to the plat thereof, as recorded in Condominium Book 85, Page 3, and THE CLOISTERS AT BARDMOOR, A CONDOMINIUM (PHASE IV), according to the plat thereof, as recorded in Condominium Book 86, Page 33, public records of Pinellas County, Florida lying in the Southwest 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County.

Containing: 14,096 square feet or 0.324 acres more or less

SKETCH--NOT A SURVEY



LEGEND

CB	CONDOMINIUM BOOK
OR	OFFICIAL RECORD
PG	PAGE
ROW	RIGHT-OF-WAY
SEC	SECTION

CALCULATED BY: ch	<p>The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.</p> <p>By: <i>Charles N. Gibson Jr.</i> DATE <u>05/12/09</u></p> <p>CHARLES N. GIBSON JR., LAND SURVEYOR CERTIFICATE NUMBER: 4238 STATE OF FLORIDA, PHONE # (727) 464-8904</p>
CHECKED BY: LL	
S.F.N.: 908	

SEAL

EXHIBIT A

Parcel No.: P851
SHEET 1 OF 1

**FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE CITY OF PINELLAS PARK**

THIS AGREEMENT, made and entered into this 24th day of August, 2010, between the City of PINELLAS PARK, FLORIDA, a Florida municipality, and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida.

WHEREAS, the parties hereto entered into the Interlocal Agreement dated October 23, 2000 for the purpose of creating the Pinellas Park Planning Area and establishing procedures for the joint designation of municipal land use designations to unincorporated land that may be annexed in the future; and

WHEREAS, the said agreement expires on September 30, 2010; and

WHEREAS, it is beneficial to extend the term of said Agreement to a date beyond the automatic extension ending on September 30, 2010 as noted in Section 2, Term, of said Agreement; and

WHEREAS, the County and the City mutually agree that it is reasonable to amend the Pinellas Park Planning Area by revising the southern boundary of the Planning Area to conform to the current boundary of the Pinellas Park Fire District; and

WHEREAS, the City and the County mutually agree that it is reasonable to amend the Pinellas Park Planning Area Interlocal Agreement by extending the timeframe for another ten years; and

WHEREAS, Section 163.3171(3), Florida Statutes (2009) specifically requires a public hearing with public notice as defined in Section 163.3164 (18), Florida Statutes (2009), both the City and County having held public hearings pursuant to those requirements; and

WHEREAS, the County has distributed copies of the amendment to the Interlocal Agreement to all municipalities adjacent to the Pinellas Park Planning Area created under this Agreement for their review and comment.

NOW, THEREFORE, the parties, upon consideration expressed herein, agree as follows:

SECTION 1. That Section 2. Term of said Agreement be amended to read as follows:

Section 2. Term: The initial term of this Interlocal Agreement shall be the date hereof through September 30, 2010. Thereafter, unless sooner terminated, the term shall be automatically extended for successive one year terms beginning on October 1, and ending on September 30 of the following year, with the last such automatic extension ending on September 30, 2020.

SECTION 2. Exhibit "A" (legal description of the Pinellas Park Planning Area) of the Interlocal Agreement is replaced with Exhibit "A", as attached, which amends the Pinellas Park Planning Area by revising the southern boundary of the Planning Area to conform to the current boundary of the Pinellas Park Fire District; and

SECTION 3. Exhibit "B" (map of the Pinellas Park Planning Area) of the Interlocal Agreement is replaced with Exhibit "B", as attached, which delineates the revised boundaries of the Pinellas Park Planning Area as described in SECTION 2, above.

SECTION 4. All other provisions of the Interlocal Agreement remain in effect.


SECTION 5. Filing; Effective Date. As required by Section 163.01(11), Florida Statutes, this amendment to the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

ATTEST:
Ken Burke, CLERK

By: 
Deputy Clerk

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

By: 
Karen Willaims Seel
Chairman

Approved as to Form:

By: 
David Sadowsky
Senior Assistant County Attorney

Countersigned:
By: 
Michael Gustafson
City Manager

ATTEST:

By: 
Diane Corna
City Clerk

CITY OF PINELLAS PARK, FL

By: 
Bill Mischler
Mayor

Approved as to Form:


By: 
James Denhardt
City Attorney

EXHIBIT A**LEGAL DESCRIPTION OF PINELLAS PARK PLANNING AREA**

1. Commencing at the intersection of the centerlines of Bryan Dairy Road (CR 296) and the centerline of Starkey Road (CR 1), that being the Point of Beginning, run North along the centerline of Starkey Road to the centerline of 126th Avenue North;
2. Thence run Easterly along the centerline of 126th Avenue North and an Easterly extension thereof, that also being the Southern boundary lines of the N ½ of Section 12, Township 30 South, Range 15 East and of Sections 7 & 8, Township 30 South, Range 16 East to the centerline of U.S. Highway 19 (SR 55);
3. Thence Northwesterly along the centerline of U.S. Highway 19 to the centerline of Ulmerton Road (SR 688);
4. Thence East along the centerline of Ulmerton Road to the centerline of Southeasterly extension Roosevelt Boulevard (SR 686);
5. Thence Southeasterly along the centerline of said Roosevelt Boulevard extension to the Western right-of-way line of 28th Street North;
6. Thence Southwesterly and Southerly along the Western right-of-way line of 28th Street North to the South right-of-way line of Gandy Boulevard (SR 694);
7. Thence Northeasterly along the South right-of-way line of Gandy Boulevard, continuing along the South right-of-way line of the Southbound on-ramp of I-275 to the Western right-of-way line of I-275;
8. Thence Southerly along the Western right-of-way line of I-275 to a point being the Northeast corner of a metes and bounds parcel identified in the Pinellas County Property Appraiser Records as Block 44, Lot 01 of Section 26, Township 30 South, Range 16 East;
9. Thence West along the North parcel line of said metes and bounds parcel, 1,068.9 feet to the Northwest corner of said metes and bounds parcel;
10. Thence Southerly along the West parcel line and a Southerly extension thereof of said metes and bounds parcel 1,323 feet to the Southern boundary line of the S ½ of Section 26, Township 30 South, Range 16 East;

11. Thence West along the Southern boundary line of the S ½ of Section 26, Township 30 South, Range 16 East 4,022.0 feet to a point being the centerline of 34th Street north;
12. Thence run South along the centerline of 34th Street North 850 feet to the Northern apex of a metes and bounds parcel identified in the Pinellas County Property Appraiser Records as Block 22, Lot 2 of Section 35, Township 30 South, Range 16 East;
13. Thence run Southeasterly along the said metes and bounds parcel 201.3 feet to the Southeastern corner of said metes and bounds parcel;
14. Thence run East 40.2 feet to the centerline of Haines Road;
15. Thence run Southeasterly 187 feet along the centerline of Haines Road;
16. Thence run West 162.6 feet to the Northwest corner of a metes and bounds parcel identified in the Pinellas County Property Appraiser records as Block 22, Lot 05 of Section 35, Township 30 South, Range 16 East;
17. Thence run South 110.8 feet along the West parcel line of said metes and bounds parcel to the Southwest corner of said metes and bounds parcel;
18. Thence run South 35.4 feet to the centerline of 66th Avenue North;
19. Thence run East 20.5 feet along the centerline of 66th Avenue North;
20. Thence run Southeasterly 738.6 feet on a Northerly extension of the Eastern right-of-way line of Lincoln Way and the Eastern right-of-way of Lincoln Way;
21. Thence run West 345.2 feet along the South boundary line of Lincoln Place Subdivision, Block E, Lot 3, a Vacant Street and Block F, Lot 12, Book 8510, Page 762 of Pinellas County Public Records to the Southwest corner of Block F, Lot 12 of the Lincoln Place Subdivision;
22. Thence run North 139 feet along the East boundary line of said Lincoln Place Subdivision, Block F, Lots 11, 10, 9 to the Northeast corner of Block F, Lot 9 of the Lincoln Place Subdivision;

23. Thence run 149.9 feet West along the North boundary line of Block F, Lot 9 of said Lincoln Place Subdivision and a westerly extension of the North boundary line;
24. Thence South 165 feet;
25. Thence East 150.1 feet;
26. Thence run South 274.4 feet to the Southwest corner of Lincoln Place Subdivision, Block G, Lot 20;
27. Thence East 125.7 feet;
28. Thence South 240 feet;
29. Thence run West 274.2 feet along the southern boundary of Lincoln Place Subdivision, Block G, Lot 9 to the centerline of 34th Street North;
30. Thence run South 149.7 feet along the centerline of 34th Street North to the intersection of the centerline of 62nd Avenue North;
31. Thence South 90°00'00" West 156.17 feet;
32. Thence South 00° 16'02" West 941.23 feet;
33. Thence North 89° 53' 49" West 167 feet;
34. Thence North 00° 13' 34" West 947.70 feet;
35. Thence North 89° 50' 03" West 3,613.85 feet;
36. Thence South 00° 07' 32" West 1,320.34 feet;
37. Thence South 90° 00' 00" West 331.66 feet;
38. Thence North 00° 04' 34" East 266.59 feet;
39. Thence South 90° 00' 00" West 1,121.30 feet;

40. Thence South 00° 10' 38" West 258.80 feet;
41. Thence North 89° 47' 40" West 139.30 feet;
42. Thence North 44° 13' 50" West 1,475.57 feet;
43. Thence North 00° 00' 00" West 235.00 feet;
44. Thence South 89° 51' 06" West 231.82 feet;
45. Thence South 43° 36' 10" East 31.90 feet;
46. Thence North 89° 48' 50" West 800.60 feet;
47. Thence South 00° 33' 25" West 267.51 feet;
48. Thence North 89° 50' 19" West 177.60 feet;
49. Thence North 00° 33' 22" East 267.91 feet;
50. Thence North 89° 43' 05" West 101.60 feet;
51. Thence North 00° 00' 00" West 63.70 feet;
52. Thence South 90° 00' 00" West 692.50 feet;
53. Thence South 00° 34' 42" West 673.53 feet;
54. Thence North 89° 58' 55" West 657.11 feet;
55. Thence South 00° 17' 31" West 645.42 feet;
56. Thence North 89° 50' 43" West 1,333.01 feet;
57. Thence North 00° 09' 04" East 644.90 feet;
58. Thence South 89° 56' 48" East 643.70 feet;

59. Thence North 00° 28' 11" West 170.81 feet;
60. Thence South 89° 55' 51" West 331.80 feet;
61. Thence North 00° 04' 33" West 150.90 feet;
62. Thence North 89° 58' 58" East 334.10 feet;
63. Thence North 00° 08' 53" East 348.40 feet;
64. Thence South 90° 00' 00" West 390.80 feet;
65. Thence South 00° 00' 00" West 188.90 feet;
66. Thence South 89° 42' 06" West 288.00 feet;
67. Thence North 00° 00' 00" West 187.40 feet;
68. Thence South 89° 42' 06" West 176.00 feet;
69. Thence South 00° 00' 00" West 374.00 feet;
70. Thence South 90° 00' 00" West 170.45 feet;
71. Thence North 00° 09' 12" East 11.00 feet;
72. Thence North 71° 53' 02" West 56.17 feet;
73. Thence North 00° 00' 00" West 166.65 feet;
74. Thence South 28° 50' 48" East 178.42 feet;
75. Thence North 00° 13' 13" East 207.57 feet;
76. Thence South 90° 00' 00" West 63.00 feet;
77. Thence South 00° 13' 13" East 207.18 feet;

78. Thence South 90° 00' 00" West 63.96 feet;
79. Thence North 00° 13' 49" East 212.75 feet;
80. Thence South 90° 00' 00" West 369.00 feet;
81. Thence South 00° 39' 00" West 141.01 feet;
82. Thence South 90° 00' 00" West 17.15 feet;
83. Thence South 38° 21' 04" East 90.26 feet;
84. Thence South 73° 36' 34" East 41.76 feet;
85. Thence North 89° 23' 32" West 107.80 feet;
86. Thence South 00° 00' 59" East 187.22 feet;
87. Thence South 35° 59' 57" West 139.95 feet;
88. Thence North 89° 40' 54" West 54.00 feet;
89. Thence North 00° 57' 32" East 233.03 feet;
90. Thence North 89° 32' 44" West 126.10 feet;
91. Thence South 00° 26' 01" West 767.72 feet;
92. Thence South 89° 31' 49" East 122.01 feet;
93. Thence South 00° 30' 58" West 55.50 feet;
94. Thence North 89° 31' 27" West 144.07 feet;
95. Thence South 00° 27' 03" West 59.95 feet;
96. Thence South 89° 30' 07" East 144.05 feet;

97. Thence South 00° 24' 01" West 143.17 feet;
98. Thence South 90° 00' 00" East 782.05 feet;
99. Thence North 00° 27' 52" East 178.17 feet;
100. Thence North 89° 46' 23" West 631.01 feet;
101. Thence North 00° 02' 14" East 153.90 feet;
102. Thence South 89° 47' 32" East 220.60 feet;
103. Thence North 00° 43' 37" East 157.64 feet;
104. Thence North 90° 00' 00" West 29.03 feet;
105. Thence North 00° 18' 39" East 170.87 feet;
106. Thence North 89° 58' 13" West 193.00 feet;
107. Thence North 01° 02' 11" East 542.09 feet;
108. Thence North 89° 39' 59" West 171.21 feet;
109. Thence South 00° 22' 49" West 226.01 feet;
110. Thence North 89° 13' 14" West 286.73 feet;
111. Thence North 00° 36' 04" East 343.12 feet;
112. Thence South 90° 00' 00" West 72.00 feet;
113. Thence South 00° 46' 08" West 342.73 feet;
114. Thence North 89° 42' 40" West 119.00 feet;
115. Thence South 00° 39' 03" West 292.02 feet;

- 116. Thence South 90° 00' 00" West 25.58 feet;
 - 117. Thence South 50° 57' 35" West 39.08 feet;
 - 118. Thence North 89° 42' 25" West 296.15 feet;
 - 119. Thence North 00° 36' 18" East 662.97 feet;
 - 120. Thence North 89° 09' 53" West 625.01 feet;
 - 121. Thence South 00° 41' 23" West 669.49 feet;
 - 122. Thence South 89° 48' 21" East 118.00 feet;
 - 123. Thence South 00° 25' 53" West 664.02 feet;
 - 124. Thence South 90° 00' 00" West 438.00 feet;
 - 125. Thence North 00° 58' 18" East 171.03 feet;
 - 126. Thence North 89° 52' 30" West 653.32 feet;
 - 127. Thence South 00° 31' 21" West 163.43 feet;
 - 128. Thence South 90° 00' 00" West 452.09 feet;
 - 129. Thence North 00° 28' 27" East 350.51 feet;
 - 130. Thence South 89° 41' 04" East 454.11 feet;
 - 131. Thence North 00° 00' 00" West 559.00 feet;
 - 132. Thence South 90° 00' 00" East 53.40 feet;
 - 133. Thence North 00° 34' 20" East 80.10 feet;
 - 134. Thence South 90° 00' 00" East 244.50 feet;
-

- 135. Thence South 00° 03' 08" East 329.10 feet;
 - 136. Thence South 89° 47' 29" East 357.20 feet;
 - 137. Thence North 00° 42' 47" East 289.32 feet;
 - 138. Thence South 90° 00' 00" East 195.20 feet;
 - 139. Thence North 00° 36' 10" East 380.23 feet;
 - 140. Thence South 89° 56' 45" West 862.54 feet;
 - 141. Thence South 00° 05' 15" West 299.40 feet;
 - 142. Thence North 89° 03' 44" West 61.11 feet;
 - 143. Thence South 44° 19' 05" West 510.85 feet;
 - 144. Thence South 89° 49' 56" East 147.60 feet;
 - 145. Thence South 47° 41' 48" West 530.52 feet;
 - 146. Thence North 00° 08' 52" West 90.02 feet;
 - 147. Thence South 42° 14' 40" West 39.72 feet;
 - 148. Thence North 00° 33' 20" East 72.20 feet;
 - 149. Thence South 90° 00' 00" East 6.00 feet;
 - 150. Thence North 00° 28' 35" East 872.63 feet;
 - 151. Thence North 89° 29' 45" West 3,284.28 feet;
 - 152. Thence North 00° 34' 23" East 50.00 feet;
 - 153. Thence South 90° 00' 00" East 49.40 feet;
-

154. Thence North 00° 41' 55" East 213.22 feet;
155. Thence North 00° 38' 58" East 167.61 feet;
156. Thence North 60° 27' 40" West 13.79 feet;
157. Thence North 33° 15' 16" East 21.88 feet;
158. Thence North 00° 36' 28" East 66.00 feet;
159. Thence North 89° 53' 07" West 50.00 feet;
160. Thence North 00° 19' 32" East 792.11 feet;
161. Thence North 00° 50' 27" East 47.71 feet;
162. Thence North 00° 51' 08" East 235.33 feet;
163. Thence North 00° 51' 23" East 147.22 feet;
164. Thence North 00° 51' 02" East 128.01 feet;
165. Thence North 00° 40' 44" East 177.21 feet;
166. Thence North 00° 43' 50' East 125.51 feet;
167. Thence North 464.24 feet along the East boundary of a metes and bounds parcel identified in the Pinellas County Property Appraiser Records as Block 22, Lot 01 of Section 31, Township 30 South, Range 16 East to the Northeast corner of said metes and bounds parcel;
168. Thence run West 1,550.77 feet along the North boundary of said metes and bounds parcel to the Northeast corner of a metes and bounds parcel identified in the Pinellas County Property Appraiser Records as Block 11, Lot 01 of Section 31, Township 30 South, Range 16 East;

169. Thence run West 1,402.76 feet along the North boundary of said metes and bounds parcel and a Westerly extension of said boundary to the centerline of Joe's Creek;
170. Thence run North Westerly 757.20 feet along the center line of Joe's Creek;
171. Thence run North 264.42 feet along the Eastern boundary line of Block 40, Lot 490 of Pinellas Farms Subdivision recorded in Plat Book 9938, Page 1041 of said Public Records to the Northeast corner of said Lot and Block;
172. Thence run West 325.94 feet along the Northern boundary line of said Lot 490 of Pinellas Farms Subdivision and a westerly extension to the centerline of the Cross Bayou Canal;
173. Thence Northeasterly along the centerline of the Cross Bayou Canal to the Northern side of the Coastline Seaboard Railroad right-of-way;
174. Thence Northwesterly along the Northern side of the Coastline Seaboard Railroad right-of-way to the intersection with the centerline of Bryan Dairy Road;
175. Thence West along the centerline of Bryan Dairy Road to the intersection with the centerline of Starkey Road, being the Point of Beginning.

