BREEZEWAY VILLAS, A CONDOMINIUM

Pinellas Park, Florida

BREEZEWAY VILLAS, A CONDOMINIUM PROSPECTUS AND DISCLOSURE STATEMENT

UNIT. THIS P PROSPECTUS CONTAINS IMPORTANT MATTERS

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNAS CORRECTLY STATING THE THE DEVELOPER. REFER TO ITS EXHIBITS FOR CORRECT CANNOT NNOT BE RELIED UPON E REPRESENTATIONS OF THIS PROSPECTUS AN F REPRESENTATIONS. OF AND

SUMMARY

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT

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- g OR TRANSFER 읚 0 N THE UNITS IS S R RES TRICTED OR THE SALE, I LEA ò (7)
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- 10. RECREATIONAL FACILITIES: DEVELOPER CONTEMPLATES
 BUILDING RECREATIONAL FACILITIES; HOWEVER, DEVELOPER
 IS UNDER NO OBLIGATION DUE TO MARKET CONDITIONS, THE
 ACCEPTANCE OF THIS CONDOMINIUM BY THE BUYING PUBLIC ON
 A BASIS DEEMED TIMELY BY THE DEVELOPER, OR FINANCIAL
 AND ECONOMIC CONDITIONS TO BUILD RECREATIONAL FACILITIES
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NATURE. A REFERENCES MATERIALS, STATEMENTS NTS SET FORTH ABOVE ARE ONLY PROSPECTIVE PURCHASER SHOULD AS WELL AS THE ENTIRE SET OF AND HIS CONTRACT OR PURCHASE SUMMARY IN REFER TO AI DISCLOSURE AGREEMENT. ALL

ΙF ALL DISCLOSURE BROCHURE MATER: NOT UNDERSTOOD MATERIALS MATERIALS, CONTRACTS, DOCUMENTS AND IMPORTANT LEGAL DOCUMENTS CODD PROSPECTIVE PURCHASERS SHOULD AND SEEK

PROSPECTUS AND DISCLOSURE STATEMENT

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ESCROW AGREEMENT

PROPOSED PHASE PLAN

INTRODUCTION

The condominium building offered for Prospectus is Breezeway Villas, A Condominium (ho "Property") and is located at 4961 - 91st Avenue Park, Florida 33565. (herein cannot North, for sale called the h, Pinellas

FEE SIMPLE INTERESTS

Simple COMMON interests. condominium is created and being ts. ONLY FEE SIMPLE INTERESTS IN WILL BE SOLD. sold THE U STINU SP fee AND

III. SURVEY, PLOT PLAN AND DESCRIPTION OF UNITS

unit this property, in each b CONDOMINIUM Prospectus and the y, including building, the d the total r and survey and d a sketch and the number number to the number the Declaration nd plot plan of BREEZ th and description of number of buildings, the other of bathrooms and be rof units is attached attached an of Condominium BREEZEWAY the bedrooms the number an condominium exhibit t 20 in of Exhibit to units

IV. LEASING OF UNITS

program of so. If a so advise that the p The Developer does not presently intend to of leasing unsold units, but reserves the ranit has been previously occupied, the Develope the prospective purchaser in writing prior purchaser is required to execute a purchase the right to do Developer will rior to the time engage agreement to in

THE DEVELOPER AT THE TIME OF THE ISSUANCE AND DELIVERY OF PROSPECTUS DOES NOT CONTEMPLATE LEASING UNITS, BUT R CONTEMPLATES THE SALE OF SAME; HOWEVER, THE DEVELOPER DOES THE RIGHT TO LEASE UNITS AS SET OUT IN THE DECLARATION OF C MINIUM. BUT OF PATHER ES HAVE CONDO-

conveyance tions. THE OR CONTROLI minium. CONTROLLED. THE protect 20 or leasing SALE, LEAS ED. See P order LEASE the to Paragraph assure value of a u ssure a community of congenial alue of the units, the sale, f a unit is subject to certain OR TRANSFER OF APARTMENTS IS R 19 of the Declaration l residents, transfer, in restric-RESTRICTED 0f Condo-

V. PHASE DEVELOPMENT

accordance with the de There is a maximum common with Breezeway This with development is the definition of. Villas, A Condominium. 42 is part of a ion of Florida units that wi will a phase d use development in es, Chapter 718. e facilities in facilities

0 0 -phase of 42 Breezeway Villas, A Condominium se condominium with six (6) units residential condominium units. A Condominium (6) units in proposed each phase phase to be 20 **0** 0

condominium scheduled to completion o the Prospectus. There will be units in each phase, for a tota condominium units. Each phase buildings, except in Phase IV built together with a 18' X 30 ondominium, Condominium is ectus. There will be seven (7) phases, with six (6) each phase, for a total of forty-two (42) residential um units. Each phase consists of two (2) condominium, except in Phase IV where two (2) buildings may be ether with a 18' x 30' unheated swimming pool. Each um building contains three (3) units. Phase I is to be completed no later than January 31, 1984. The of the remaining phases will proceed as follows: and as phase set shown. condominium development will be proposed Phase Plan of of the Bre Declarati attached residential. Villas ation o

1D	Phase VI	W	W	10	(1)
- 1	!		-	i	†
30, 19	1991	ry 31.	31, 1988	rv 31.	31, 19

consist of two buitotal of six (6) utwo baths. If an condominium, they Phase I of BREEZEWAY VILLAS, A CONTROLL OF two buildings each containg three (3) units, of two buildings each containg three (3) units, six (6) units. Each unit will contain one bedrohs. If and when additional phases are added num, they will be as follows: CONDOMINIUM, bedroom to for the and

and each Each added unit containing three unit contains one Phase the II condominium, will conree (3) units for a one bedroom and two of the condominium: ll consist of two or a total of six two baths. Ιf and when constructed buildings, (6) units.

each Each and Phase added +~ containing unit contai contains the three (3) units one bedroom an III 0 f the condominium: If m, will consist of two its for a total of six m and two baths. constructed buildings, (6) units.

and added to the condceach containing three together with a 18' contains one bedroom a Phase bedroom and IV of three (3) units for a total of sith X 30' unheated swimming pool. the two condominium: baths Ι£ and when (2) con constructed buildings, (6) units, Each unit 6)

ti o o ach containing unit contai added Phase contains the three < of condominium, will consist ree (3) units for a total one bedroom and two baths. the condominium: Ιf and of two when O buildings, (6) units. onstructe

and each Each unit added cont aining Phase contains to the cond VI of the condominium: If condominium, will consince (3) units for a totone bedroom and two bath ts for a total and two baths. consist total and of of when two constructed buildings, (6) units.

and eac Eac each each added containing three unit contains one Phase 6 the VII of condominium, will conree (3) units for a one bedroom and two the condominium: consist baths. total Ιf and of of when two six constructed buildings, (6) units.

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ANY MARKET CONDITIONS, THE LITHE BUYING PUBLIC OR ON DEVELOPER OR FINANCIAL A ADDITIONAL THE DEVELOPER PHASES ACCEPTANCE OF THIS CONDOMINIUM ACCEPTANCE OF THIS CONDOMINIUM A BASIS DEEMED TIMELY BY THE AND ECONOMIC CONDITIONS TO DEVI DEVELOP ВУ

VI. RECREATIONAL FACILITIES

other commonly used BREEZEWAY VILLAS, A The following describes used facilities to AS, A CONDOMINIUM: be the used by o γd owners recreational wners of unit units and in

- approximathree fe together having th pproximately hree feet a er with capacity and Swimming 18' X 30' D deck a maximum k area cimum depth. of appr
 rea of approximately
 accommodating 60 peo Pool: having a One minimum depth of (1)approximately people unheated 500 四十 square any swimming pool approximately Six feet feet ime. and
- women's res 2. Restrooms -- There restroom, each containing ng a capacity of approxima approximately is approximately One N persons (1)men's each. squar and one Ø feet (1)

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condominium recoperty. As more further swimming pool to the swimming fully set the added common ownership, a ly set forth l facilities condominium. pool ťο ЬУ the al] and as n. in th of condominium the Declaration of BREEZEWAY VILLAS, A restrooms the other will phases con be

ties all d of t the common The completed maximum n with th um number this cond phases condominum ç of.) (A units 42 unit include that will e all use of the the units facili-units in

Budget T O he com ional common for facili elements Breezeway Any costs will Villas, with the 3 20 reflected expenses Ä Condominium. undivided ted in th for to unit the maintaining unit owners share or ne Estimato ed ownership as the Operating യ recreacommon of

owners of ciation. There are no s which other will not rooms bе or other owned λq facilities the unit s to be used boot of the þу Assounit

The Develo Developer not does not specified above intend to provide additional common

maintenance unit owners There common owners. are no recreational with other cond and ther condominiums expenses either d 20 other er facilities that will be us which require the payment directly or indirectly by used the 0

DEVELOPER IS U ACCEPTANCE OF DEEMED TIMELY TIONS TO BUILD BUILD UNDER NO OBLIGATION DUE TO MARK THIS CONDOMINIUM BY THE BUYING BY THE DEVELOPER, OR FINANCIAL DRECREATIONAL FACILITIES. MARKET AND PUBLIC ON A BASIS ECONOMIC CONDI

VII. PARKING

ct otal of 84 uncovered the c ime parking that al1 spaces seven en phases will be p be provided are completed, ω

passenger ically ex-kind, whet whether excluded, Parking stationwagons. boat, including shall house be or Any other but not l or utility, limited to limited type campers passenger of to vehicle o trailers and trucks. automobiles ı. S specif-Of. any

parking expense the com Budget common for spaces in acco Any elements BREEZEWAY accordance costs will ьe VILLAS, 9 as e charged to the unit own with the undivided share reflected expenses CONDOMINIUM. incurred ב the for owners Estimated maintaining ownership as Operating D common of.

VIII. CONDOMINIUM ASSOCIATION

The Article Prospectus. duties and operating procedures of The Articles of Incorporation association. and By-Laws condominium owners of t The the association known he condominium un Reference is operation Of m units the as to shall condominium BREEZEWAY By-Laws shall be the the Articles Inc. Articles of Incorporation nc. for specific powers, e condominium association. VILLAS, shall of Incom þe INC. ЬУ The the

Inc. (the condominium association), shal Breezeway Villas, Inc. without charge expocket expenses, until the Association control and directorship of the Condomin The original three (<u>u</u> Condominium unit directors
n), shall s except 15 serve of erve as dire turned Br reezeway valas directors or the owners. the Of t

annual serve a By-Laws
by the the g Ct officers s of Breez meeting Board the The Breezeway Villas, pleasure of affairs of the s designated in of the mem 0f members of f the Board Inc. at its Association the Articles of 0f The officers first meeti the Directors. Association, meeting shall of Incorporation s shall be ele following the on, and shall administered poration and tion and elected

THE minium Association, trolled by any tion or the De the DEVELOPER HAS D Articles MAJORITY No any persons other any persons other the beloper; however, the beloper; however, the beloper; however, the beloper; however, the beloper to and, therefore, have control over to and, therefore, have control over to perty after a majority of the units happerty after a majority of the units happerty after a majority of the units happerty after a majority of the beloper to perform the beloper; however, the beloper to perform the beloper 0f SOLD. SOLD. owners, ı. may have THE certain owned the Article control ASSOCIATION been Inc. Associacondosold. the

IX. MANAGEMENT OF ASSOCIATION AND MAINTENANCE AND OPERATION OF CONDOMINIUM

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PROPERTY HAS BEEN I MANAGEMENT CO., A I IS ATTACHED TO THIS HAS CONTRACT ENTERED INTO FLORIDA CORP FOR INTO BY THE CORPORATION. THE MANAGEMENT DEVELOPER D COPY ဝှု THE OF THE COMMENT CONDOMINIUM

nated sooner by the period of one (1) you of the contract and The term l) year, sub and Florida Of of the unit of owners pursuant to law, shall be subject to cancellation under third statutes. the be termiterms

Association of the protection of the protection of the Association of the Association of the protection of the protection of the Association of th terms of to: maint ties of other chation and fiscal y Condomini agencies ties and contract units), sation maintenance, and o-day operation of the is \$7.50 per month. n for its services the party of the contract of the charges due to the Association from its and furnishing of a proposed operating the Condominium; contains Management nce, repair, nature tasks on behalf of the Association for the ation of the Condominium. The management fee peper month. The Manager shall receive as compenservices the sum of \$315.00 monthly (\$7.50 x 4 total compensation of \$3,780.00 annually. The no o the Association; maintain compliance of a proposed operating purple of a proposed operating purple of e Association; maintain compliance of the Association over the Condominium; secure rol services on behalf of the Association; and perform administration; and perform administration for the Association f e authorized, pro the Association; provisions 0 f Agreement, and repla the collection services ment, include replacement of for increases of monthly to be but the rendered ם. are assessments ppliance of the of governmental m; secure utilihe Association; ry insurance for administrative iation for the common the not under compensafor prepara-for each of the per

UTILITIES AND OTHER SERVICES

ecreational The utilities facilities for (if the condominium built) will be buildings furnished and

OWS:		OMS:	Itsiled
Water Supply	}	Provided by the City of Pinellas Park; bills based on central meter and paid as common expense by the Association.	Pinellas ntral n expense
Sewer Service	I	Provided by the City of Pinellas Park; paid as a common expense by the Association.	Pinellas expense
Waste Disposal & Garbage Pick-Up	1	Provided by the City of Pinellas	Pinellas
		Park: paid as a common	DYDDDGD

the Association. common expense

Drainage

drainage system on the condu-minium property; there will be no expense to the Association or the individual unit owner other than repairs, maintenance or replacement as may be needed. Handled by built-in maintenance ay be needed storm

Power

of each respective The electrical powe elements not relate specific unit is se Corporation. Elusage relating to is individually the individual re metered; tion; and tion as J Provided and nd paid part of unit is se billed to Florida Electr: responsibility tive unit owner power elated γd by the the co separately each the ical o Associauni Associaowner. common power 15

Telephone

Provided by General Telephone Company. The request for and installation of telephones in individual units is the responsibility of the respective individual unit owners. The payment of any bills relating to such telephone service shall be the responsibility of the respective unit owners.

RULES AND REGULATIONS

- any tai J his unit in a than clean and Not use as ø or single-family sanitary manner. permit the use residence his and unit mainfor*
- on the kept his in unit b, or or s's or or permit any on the common or (2) interfere unit the mit any common e ot permit which wi common with will noises or otherwise; nor nuisance, immoral or illelements. elements, the increase nts, or rights suffer which of ot anything the ins other insurance will members illegal obstruct shall l a act 10
- uniform units a ing from ciation by, thro through or under him do from time and the and to (3)common to time and see regulations Conform that elements, ЬУ al1 the likewise. to o and abide is in regard may Board of Dipersons using f Directors using owne be to e adopted ctors of owner's the By-Laws use of in writ-the Asso-property, the
- therefrom, to prevent and e have hours or units to dete reservations, cover of the Association. employees access to units 25 may or f to or for makin damage to the determine to of the Association, in co each unit from time be necessary for making emergency repairs mage to the common elements of determine compliance with the covenants, conditions and easy any necessary ny common making to the elements d of Directors or including the Dev me to time during the maintenance, therein or easements these or therein to restrictions, and By-Laws Developer, another reasonable repair or accessible necessary other unit agents
- promulgated sale" sign windows of windows blinds any typ notices the com outside. nas and common 0 e except thereof aerials, c show nexcept petitions nereof pursuant to elements or erials by in the any any form or unit or at other ursuant to F.S. §718
 ts or his unit and
 except as note. Association, and then form or size placed in t or attached to the part of the condomi no for m sign, provided gn, advertisement or notice meetings of the Association S. §718.112(2)(f)(g) and (k) t and erect no exterior ant condominium unit there shall ed inside or Уd uniform unit or outside regulations be no "for ьe utside the r venetian inside or and on
- any plum licensed by the E Plumbing and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for plumbing and electrical repairs within the common elements, unless otherwise provided for in Chapter 718, Florida Statutes, effective as of the date of the recording of this document. plumbing g and the the Board plumbers or electrical wiring within a unit embers or electricians authorized to do and of Directors of the Association or it electrical repairs within a unit shall be financial obligation of the owners.

 Association shall deletions its except such paid agent

- units from 1 clothing the outs anywhere outside o on re within the allow units. the or permit and/or pa Jor patios said units wh: which would be visible be 0 É displayed the ayed laundry condominium
- the lawn 9 (8) Not shrubbery. Not be permitted to use city water to water
- nd orderly at (9 al1 Keep times. patio areas and porches clean, neat
- tion . to limited affixing be improvements or the approved by to, screening, or encly outside shutters to winders or second to the Association overments or fixtures from the second to the se to, and (10) the Not ssociation and/or removal of any adfixtures from the building, or do a structural soundness of the building building, make enclosure 20 windows, specifically cause on on private any design val of including, k and additions any act make but and/or not to
- installed attached B manner as tо any to be the (11)additional air one walls, windows be seen from the c Not ö or doors or outside of the conditioning or or tandisplayed building. built llt and/or
 equipment such
- oper otherwise first obtaining the prand of the Association. (12)Not cover prior windows ЬУ written shutters, or doors consent awnings, of his uent of the the unit screens it with Devel-
- minium shall interfere with the completion of the condomand therefore neither improvements and the sale or lease of the units. The Developer may make such use of the unsold units, the common areas and the limited common areas as may facilitate such completion, sale and/or lease, including, but not limited to, the maintenance of the display of signs, or any other means to five property as tion, sale and/or lease. Developer Developer interest i has completed Proviso: be deemed to condominium and the Provided, 0 f however, the the contemplated units that Developer erty and compleneither of sale the and 0f
- perform any building with Association. nuity of the without outside apport (14)repairs the Not appearance of a express 20 permit improvements provements to the exterior ss approval of the Developer of this rule is to assure ance of all buildings. any rule E all F contractor or repairman exterior of or contithe to the
- campers an allowed on vehi to automobiles trailers bers and cle S the or passenger stati specifically exclud s of any kind, who d trucks. Washing (15)premises Parking excluded, stationwagons. whether shall O.f any including be boat, house ny vehicles limited Any but other shall gr not passenger type of type or limited utility,
- pet. In the Directors Pets shall Whether or the Develo after a allowed Of nances must be complied with Association shall designate activities or necessities, time er a Developer, the l shall or pet of the of purchase of a condomit may not be replaced r that unit when owned he event of a dispute purchase of a community thereafter no percent that unit when owned by the owner that has or the event of a dispute a majority vote of the Boof the Association shall be conclusive and be mean house pets and not annoying dangerous are not a dangerous or annoying shall be determined the Management Company or the Board of Dipper, the Management Company or the all city mean not purchase (16)Þ pet (not and areas exceeding 15 by said eas for only th those exercise or owner areas 1bs) the owner. ter no pets r that has o or other parts of shall be shall determined of Directors
 l city ordiCondominium
 ther physical be bino... animals. or had Board There-will be allowed of a

XII. ESTIMATED OPERATING BUDGET

operation built) is Prospectus. minium ilt) is Estimated Operating ium -- Phase I is 0f monthly attached to the Estimated timated Operating condominium and reed to this Prospect and annual also Budget ium and recreational s Prospectus. The Bu all expenses of each udget for Breezeway attached Budget Breezeway as each for a n Budget the first year facility area sudget reflects condominium un Villas, A Con exhibit to t year of area (if ects the um unit. Condo-

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AND/OR F THERE IS A LIEN OR LIE THE PAYMENT OF ASSESSMENTS USE, MAINTENANCE, UPKEEP, RECREATIONAL AREAS, IF ANY. LIEN OR OTHER EXACTIONS COMING OR REPAIR OF THE COMMON A COMMON TIND NIT TO NG DUE AREAS

MENT. FART OF CONDOMINIUM. EXPENSES THE LIND ESTIMATED : ESTIMATED OWNERS QF. MAINTENANCE, MANAGEMENED MONTHLY AND ANNUAL TED OPERATING BUDGET WILL BE REQUIRED MANAGEMENT, UPR Ö FOR PAY AY THEIR UPKEEP / BREEZEWAY ARE AND REPLACE CONTAINED VILLAS, THE AS

XIII. ESTIMATED CLOSING COSTS

agrees to property to the second seco pay In accordance in addition with ç the the contract [price Agreement price for t the unit Buyer the

- Costs of recording the deed.
- ing but for a no for taxes title in deducted costs tgage taxes, and f note and mortgage, charges inxes, interest, charges for absinsurance, attorneys' fees, and from the gross amount of 2. loan. fees All cos the gross incident t costs to, incurred in to documentary the obtaining or cl es for prepaid interest, r abstracting, cost of mo es, if any, all sums cost any such mortgage a obtaining or closing of any securing cy stamps W and mortgage, inc nd intangible mortgagee any 9 and escrow includ such fees tax
- 3. Utility deposits for the unit.
- period ending closing. as so on siby the unit expenses set | the dat month of and Prospectus beginning with the Vd date. in of Developer ate. Said 4 buyer monthly closing each. Assessments agrees h. year. with da next as or whether or not closing whether or not closing whether or not closing actually takes place assessments shall be in the amount specified proposed Estimated Operating Budget for the rees to pay such assessments for common installments in administrallments in administrallments. installments in advance as set by whether or date assessment The payment will be te Developer is read for Developer COMMON payment expenses whether ready 9 date for for the first prorated for to commencing to close following for day and the the of

sole expense title of insurance Developer policy will ხი furnished buyer 3 6

XIV. SALE OF UNITS

Helen Danley. Mand condominium Florida for the The ey. Ms. Danley h. inium properties c the past seven y sale of the seven years. condominium units has been ondominium units is being directed by as been active in selling residental within and outside of the State of

XV. EXPERIENCE OF DEVELOPER

Kriseman dent is M BREEZEWAY VILLAS, A CONDOMINIUM, is a develop n Enterprises, Inc., a Florida corporation. Its Mr. Donald Kriseman and its Secretary is Richard development s Presi-

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however, tion's c minium experience, but ing numerous duplexes, the past four years. chief both This s is the corporation's first condominium project;
Donald Kriseman and Richard Eaton, the corporaoperating officers, have had no previous condoence, but have been active in building and developduplexes, triplexes, and investment properties for

DECLARATION OF CONDOMINIUM OWNERSHIP OF BREEZEWAY VILLAS, A CONDOMINIUM

ENTERPRISES, referred to a sors, grantee their heir grantees and assigns, to its of heirs, successors and assigns: Thi his as s the and a INC S "Developer" Declaration Plorida its grantees for itself and of Condominium, and and assigns, by KRISEMAN hereinafter its succes-

WITNESSETH:

property; WHEREAS, and Developer 18 the owner of certain real

multi-unit WHEREAS, Developer building(s) and re related will erect on said facilities; a d real property

property a minium on Statutes, document. WHEREAS, Developer deay and said buildings with ownership, all pursuant ownership as of the day date desires related facilities to Chapter 718, te of the recording to submit said real acilities to condopter 718, Florida recording of this submit

the following now, THEREFORE, the said Developer, hereby makes

Phase I, is hereby hereinafter submitted 1 PROPERTY: to referred : BREEZEWAY VILLAS, A CONDOMINIUM eferred to as "condominium property condominium ownership: property"

LEGAL DESCRIPTION
OF
BREEZEWAY VILLAS, A CONDOMINIUM
(Phase I)

See Exhibit "A" attached hereto and made a part hereof.

- the name of. BREEZEWAY VILLAS, A CONDOMINIUM. to be identified
- tion and for all purposes in the Articles and By-Laws of BREEZEWAY VILLAS, INC., a no corporation, the following words shall have as hereinafter stated, to-wit: 3. and for DEFINITIONS: For al1 purposes poses in this Declara-cles of Incorporation a non-profit Florida have the definitions
- A H 0 0 equired time a are for r the payment assessed agai (a) Assessment ment of common expenses against the unit owner. means а share re of which the from funds time
- 20 the (b) operation 0 f Association the condominium. means the entity responsible
- Directors or ministration or of the (c) Board Association. representative of administration body responsible means the Board of for ad-
- ment of to time. 0 f the condominium (a) By-Laws Sp means the condominium of exists for the gov governtime
- ondominium (e) Common property not : included elements in the means units the portions 0f the
- elements which are minium unit to the (f) are reserved for exclusion of Limited common reserved other units. the elements use of means a ns those certain condo-
- which the unit (g) Co Common are liable expenses t o the Association. means the expenses for
- receipts of assessments, common elemen elements, (h) the the Association, including but not lirents, profits and revenues on accounts, over the amount of common expenses. Common surplus means but not 1: cess of limited ount of all to the
- condominium ship by one unit as part ments part property or more o roperty under which units r more owners, and there thereof an undivided sh Condominium which is that form units share is al appurtenant t of ownership common to owne eleeach 0f
- (j) Condominium with the undivided share in appurtenant to the unit. n parcel the com common means a unit which is
- whether all ease in conne ther or not contiguous, and easements and rights appurta (<u>)</u> Condominium subjected to country ts appurtenant condominium. d to improvements thereon thereto intended for condominium means and ownership, thereon and had for use includes
- minium, means minium is crea are from time (1) Declarati means the instrument is created, and such in time to time amended Declaration, or declaration of strument or instruments by which a nd such instrument or instruments amended. as condocondothey
- by it or business, the owner: e owners him for sal except that s or lessees sale or le (m) Devel that sale Developer lease of units i the or who 20 o offers lease i rm developer shall s in condominiums their leasehold means in condominium parcels Ŋ the person ordinary course shall not incl 20 interests l not include who offer the entity owned who for of

assignment, when their own occupance strued liberally t owner or lessee. when they have a occupancy or use. rally to accord acquired substantial definition ition shall justice the e units to Ø con-unit for

- minium, of the condominium means and Operation, includes the property. or operation administration of and the management condo-
- (o) Unit me property which is to be subjumay be in improvements, lan gether, as specified in this to be subject land, means ject to private or nd, or land and Declaration. part 0£ ownership. A unit improvements tor
- owner O.f. Ø condominium parcel. g Unit owner or owner of Û unit means the
- minium control intended dence, do domicile or homestead. consisting of (p) of a private, Residential sidential condominium n condominium units, any private, temporary or p means y of permanent which condo h are resi-
- (r) Member means an owner of a condoparcel who is a member of BREEZEWAY VILLAS, INC., a I non-profit membership corporation, whether the member individual, partnership or corporate entity, hereixeferred to as the "Association." Owner c hereinafter condominium
 , a Florida ը. Տ
- by the own corporate las County single cor such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single condominum parcels by a similar statement filed with the Secretary. rporate entity as recorded in the Public s County, Florida, owning the majority agle condominium parcel, the designation statement filed with the Secretary of the all continue to cast the vote for all son time as another person is properly design member by the continuation. owner or (s) owners, Voting þе member means that me be it an individual, the Association, who l such owners until interest of whom Records of P member whom shall 5 Pinelsuch be
- state savings and loan association, vestor, mortgage banker, insurance cestate investment trust holding a mo condominium insurance company, a ings and] parcels. (+) Institutional mortgagee federal savings e company, mortgage (gagee means a bank, li and loan association, an institutional i on one and/or 20 D real more life ໝ
- other improvements property are set for The construction of be completed or interpretation of the completed or interpretation. of this Declaration, is the improvements described, and there can be the improvements described, and there can be therefrom the identification, relative locations and approximate dimensions of the common elements and of each unit. Each condominium unit is identified by a number as shown on Each condominium thereto so that no unit bears the same 4. IDENTIFICATION: improvements to be c ents to be constructed on Exhibit "B". It forth in the plat attached as Exhibit "B". In of the improvements described thereon shall that such material, together with the wording that such material, together with the wording of the such material, together with the wording that such material with the wording that we would be a such as a such was a such as a such was a such The condominium units
- lished by executed Sumo boundaries and Developer the units so altered. Any alteraction, we amendment to this Declaration, we amendment to the unit owners reserves the CHANGES IN erves the righ ight to ht to a of all NS AND SPECIFICATIONS: The o alter the interior design, all Units as long as Developer y alteration shall be accompwhich record.

6. DEVELOPER'S UNITS AND PRIVILEGES:

- on the condominium property any business necessary to consummate sale of units including, but not limited to, the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and remains the property of the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the considered common elements and remains the property of the consumptions are considered to the consumptions and the consumptions are consumptions. paragraph. (a) The Developer is irrevocably empower, notwithstanding anything herein to the contrary, to sell, resell, lease or rent his own units, or act as agent for owner, under his own terms, to any persons, be it an indiv terms ms and conditi sell, resell, on elements and remains the property of the event there are unsold units, the De e right to be the owner thereof, under conditions as other owners, save for resell, rent or lease as contained in empowered, to sell, or individthis an
- not to exceed following the of the first of must pay the period which owners. expense excused from the pense in respect nse in respect of those condominium units shall to exceed the first day of the fourth calendar month which closing of the purchase and sale pay the portion of common expensor.

 However, the portion of common expensor.
- above items: defined COMMON shall i include within Common n its n meaning elements the as following
- property located and any whether any (a) 9 other not The contiguous, see land land i included which Exhibit " the in improvements ne condominium
- not (b) included within A11 the units. parts of the improvements which are
- duct: of. plumbing, utility so (c) g, wiring services Easements and other facilities for to units and the common through units common elements for the furnishconduits
- unit which (d) An easement contributes to the ent of support 0f ij D) every portion building. 0f
- ments or to installation. utility services D Installations to more than or unit of one unit or to than the unit furnishing the common the common containing ele-the of
- more tion than (f) therewith rethar (f) The property and installations h required for the furnishing of condominium unit or to the common al element servi 'n connecces 5
- air space oc time and as from time to matically time. occupied (g) in to the time, any ied by the unit may] by the unit as it exists at any part it may lawfully be altered or reconst, which easement shall be terminated air space which is vacated from ti An exclusive easement for the any particular reconstructed use of auto-me to

- (H An undivided share ٦. the common surplus
- support, maintenance, Cross repair, replacement r ingress, e and utilities egress,
- walls, caused minor i or until sed by the settlements or inaccuracies in buil hereafter may exist, such ceilings and such easements shall or longer exists. encroachments by condominium the perimeter perimeter nium unit ng or by ow exists continue
- of the c shall b include 10 patios be t common (k) The exclusive rommon elements as may be powered to be a line by way of an interval of the power of the po way of explanation and not connected or adjacent to uni of to as may be provided by a limited common ~ units. ght of use of such portion ovided by this Declaration common element and shall not limitation any porches
- BRELL owners, over all r per does BREEZEWAY Declaration. public easem easement ω hereby create as part of the common of the ingress streets, walks and other rights of way the condominium, as shown on Exhibit " This easement shall not bе way serving bit "B" to deemed elements of all u The or al Develo-99 un es
- SHIP OF THE COMMON E LEMENTS CONDOMINIUM; UNDIVIDED SHARES OF OWNER-
- developed 'n. (a) seven BREEZEWAY (7) phases. VILLAS, D CONDOMINIUM, is ťο be
- date of Phase I January 31, 1984. Condominium as succ tion date of each s The lands proposed to be as succeeding phases and the arrive construction e anticipated follows: CONDOMINIUM, completion comple to

Phase H

Public Records of Pinellas County, Florida; thence S. 89°53'50" E., along the South boundary of said Lot 2, a distance of 22.98 feet to the point of beginning; thence continue S. 89°53'50" E., along said south boundary, 96.00 feet; thence N. 89°53'50" W., 54.00 feet; thence S. 0°06'10" W., 89°53'50" W., 42.00 feet; thence S. 0°06'10" W., 139.00 feet to the point of beginning. Commence VILLAS, s recorded in by f Lot Book 85

Completion Date: July 31, 1985

Phase

VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; then S. 89°54'35" E., along the North boundary of sai Lot 2, a distance of 188.24 feet; thence S. 0°06'10" W., 54.98 feet; thence S. 45°06'10" W., 64.91 feet; thence N. 89°53'50 W., 76.64 feet; Begin 40 the NW corner Lot ot 2, Book OVERPASS thence f said

thence S. 0°06'10" W. 89°53'50" W., 42.00; thence N. 89°53 on the west boundary conthe west boundary conthe point of begins along said woof beginning 42.00; t N. 89°53 y of said thence 3'50 W. 56. 0 W., said west 00 S S. 0°06'10" W., 23.15 feet to a Lot 2; thence N boundary, 226.8 eet 0° 90 thence o a point N. 84 f

Completion Date: January 31, 1987

Phase IV

Parcel A:

Commence at the SW corner of Lot 2, 0' VILLAS, as recorded in Plat Book 85, public Records of Pinellas County, Flus. 89°53'50" E., along the South bound Lot 2, a distance of 118.98 feet; there o'06'10" E., 145.00 feet to the point thence S. 89°53'50" E., 222.00 feet; the co'06'10" E., 50.00 feet; thence N. 89°22.64 feet; thence N. 44°53'50" W., 64.91 feet; thence N. 89°53'50" W., 64.91 feet; thence N. 89°22.64 feet; thence S. 0°06'10" W., 50°22.64 feet; thence S. 0°06'10" W., 50°22.6 W., b.
t; thence S.
of beginning. of Pinellas County, Florida, along the South boundary once of 118.98 feet; thence N. 5.00 feet to the point of be 150" E., 222.00 feet; thence 150 feet; thence et; thence N.

point of beginning;

feet; thence N.

N. 89*53'50" W.,

W., 64.91 feet;

eet; thence S.

ce N. 89*53'50" W.,

W., 50.00 feet to Florida; OVERPAS of 4 thence said

Parcel B:

as recorded in Plat!
Records of Pinellas (
89°53'50" E., along (
2, a distance of 22.69.00 feet; thence N
point on the west bot 0°02'14" E., 69.00 fe Begin at as recorded Records of P the thence N. 89°53 le west boundary , 69.00 feet to SW Plat Book 85, page 43, ellas County, Florida; along the south boundar of 22.98 feet; thence N ner of Lot 2, OVERPASS VILLAS Book 85, page 43, Public County, Florida; thence S. the south boundary of said Lot, 98 fect; thence N. 0°06'10" 1. 89°53'50" W., 23.15 feet to undary of said Lot 2; thence seet to the point of beginning 15 feet to 2; thence s beginning. e c Lot · 0 -

Parcel C:

as recorded in Plat Book Records of Pinellas Count 89°53'50" W., along the s 2, a distance of 23.41 fe 69.00 feet; thence S. 89° point on the east boundar 0°02'48" E., 69.00 feet t Begin 9 the S corner boundary 0 feet to t Book 85, page 43, Public s County, Florida; thence N. g the south boundary of said Lot 3.41 feet; thence N. 0°06'10" E. S. 89°53'50" E., 23.23 feet to boundary of said Lot 2; thence S l feet; thence 89°53'50" E., indary of said L of Lot the 2 point OVERPASS beginning. VILLAS о́ ц , Lot O

Completion Date: July 31, 1988

Phase V

Commence at the SE c VILLAS, as recorded Public Records of Pi N. 89°53'50" W., alo Lot 2, a distance of beginning; thence co Lot 2, a dibeginning; said south boundary, SE corner of cded in Plat of Pinellas C, along the Se of 119.41 se continue N lary, 99.00 f of Lot 2, OVERPASS at Book 85, page 43, s County, Florida; the e South boundary of see 1 feet to the point e N. 89°53'50" W., along the set; thence N. . thence sai said t of

LAW OPPICES

0°06'10" 99.00 fee the point 5'10" E., 145.00 fee)0 feet; thence S. 0 point of beginning. feet; thence 0.06'10" W Σ S . 89°53'50" 145.00 feet feet

Completion Date: January 31, 1990

Phase VI

Begin at the NE COLING.

VILLAS, as recorded in Plat Book 85, page "J, Public Records of Pinellas County, Florida; thence S. 0°02'48" E., along the east boundary of said Lot 2, a distance of 226.94 feet; thence N. 89°53'50" W., 23.23 feet; thence N. 0°06'10" E., 70.00 feet; thence N. 89°53'50" W., 42.00 feet; thence N. 76.64 feet; thence N. 44°53'50" W., 64.91 feet; thence N. 0°06'10" E., 55.00 feet to a point on the north boundary of said Lot 2, thence S. 89°54'35" E., along said north boundary, 187.17 feet to the point of beginning. said Lot *53'50" thence feet; the

Completion Date:

Phase VII

Commence at the SE corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence N. 89°53'50" W., along the south boundary of said Lot 2, a distance of 23.41 feet to the point of beginning; thence continue N. 89°53'50" W., along said south boundary, 96.00 feet; thence N. 0°06'10" E., 195.00 feet; thence S. 89°53'50" E., 54.00 feet; thence S. 0°06'10" W., 56.00 feet; thence S. 89°53'50" E., 42.00 feet; thence S. 0°06'10" W., 139.00 feet to the point of beginning. , as recorded in Pla Records of Pinellas 10"

Completion Date: June 30, 1993

- will each consist of a second story unit. The urone-sixth (1/6) of the second story unit. ments: change and "B" its constructed on that real property description of the improverty of the land and a graphic description of the improvents in which the units will be located, a plot plan thereof defloor plans are collectively attached hereto as Exhibit and by reference made a part hereof. These buildings leach consist of two (2) ground floor units and one (1) cond story unit. The units will be numbered as shown on hibit "B". The undivided share of each unit shall be e-sixth (1/6) of the total, which share is subject to the condition of additional phases. att floor by Ø ine initial puildings, ear on that real real real of and by gs, each building containing real property described in E
- (2) two-story bu constructed on which property. (d) The ne buildings, that real property shall then become a ext phase, Phase II, shall consist of each building containing three units all property described hereinabove, en become a part of the condominium
- of (2) units ((e) two-story constructed bui on t The next probuildings, each on that real next phase, Phase III, shall consist ings, each building containing three at real property described hereinabove

THEIR CIENTRAL AVIENTE

which property property. shall then become Ø part 0£ the condominium

- (f) The next phase, Phase IV, shall consist of (2) two-story buildings, each building containing three units and a 18' X 30' unheated swimming pool constructed upon that real property described hereinabove, and as reflected on the overall Phase Plan attached hereto as part of Exhibit "B". That property specifically described herein as Phase IV shall then become a part of the condominium property.
- (9) The next phase, Phase V, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described hereinabove, which property shall then become a part of the condominium.
- (2) two-story
 constructed or
 which property property 9 (h) The next phase, Phase VI, shall consist of buildings, each building containing three units on that real property described hereinabove, y shall then become a part of the condominium.
- consist of (2) two-story buildings, each building three units constructed on that real property hereinabove, which property shall then become a p condominium. t of ((2) (i) The next and last each building containing real property described hen become a part of the

overall Phase attached hereto phases development Plan of a S part described herein i BREEZEWAY VILLAS, of Exhibit "B". ı. D re condominium the

change as (j) each مه phase The ıs completed undivided as follows: share 0f each unit shall

Upon Upon Upon Upon Upon Upon completion completion completion completion completion completion completion of I of Phase Phase Phase Phase Phase Phase e I, 1/6 of total.

ase II, 1/12 of t
e III, 1/18 of total
e IV, 1/24 of total
e V, 1/30 of total
e VI, 1/36 of total
e VI, 1/36 of total total. f total. total. al.

- the units included : construction shall ! in Phase I. Each ur feet. The approximate size, style and design of in the additional phases and the manner of be similar to that of the units contained unit shall contain approximately 918 square
- 4 any (1) subsequent phase The number of or phases any units s shall be which may | thirty-six be (36).added
- phase, the unit owners in each additions as subject to the same obligations a rights and privileges as all other u of any subsequent phase or phases shall not alter or impair the votowners as provided in Paragraph 12 h (m) Upon obligations and shall have the same as all other unit owners. The addition see or phases as provided for herein mpair the voting rights of the unit the completion hases as p e voting r 12 herein. of each additional
- (n) The provisions herein for the development of BREEZEWAY VILLAS, A CONDOMINIUM, in phases, shall impose no obligation upon the developer to construct or complete such phases, but shall reserve unto the developer the right to construct Phase II as provided herein within approximately eighteen (18) months from the completion date of Phase I; and to construct each additional phase as provided herein within

ORDA CENTRAL AVENUE

pleted, approximately of the phace phase if bu built, eighteen last com on or completed, but n or before June (18) months all phase 30, 1993. from phases the completion COMdat

- amend L...
 BREEZEWAY VILLAS, A
 Developer that subsequence condominium by virtue declaration. In no ever consiste the consistence of the consistenc units shall phases. have VILLAS, A CONDOMINIUM. It that subsequent phase(s) m by virtue of amendment n. In no event shall there 0 The developer The phased development It is anticipated by) may be added to t shall more than a tota than forty-two eto. The Devel amendments more Developer subsequent total to this this al of (42) the
- quent phase or phases are not built and this condominium by the Developer herein. recreational facilities are constructed personal property shall be provided. described herein тау not be The recreational pe built or p and added provided area in In facilities if any su Phase the event as any Q part of vent the IV, subse
- estates either 1 VILLAS, 141 The Developer commits
 s will not be created with respect
 Phase I or any succeeding phase or p
 , A CONDOMINIUM. commits phases to that any s of BREEZEWAY time-shar

10. COMMON EXPENSES AND COMMON SURPLUS:

- common of the common the the operation, maintenance, repair or replacement of elements, costs of carrying out the powers and dependent of the Association, and any other expense designate expense by the law, this Declaration or the By-Law operation, n, maintenance, costs of carry expenses shall include the and a expenses the
- MANAGEMENT CO., and made a part and subject to a responsible. Su Association and authority to coll and a11 dance have expenses Paragraph 20 other the other expenditures for which the Association shall be possible. Such payments shall be due and payable to the plation and the Association shall have the right and prity to collect such payments; and the Association shall the further right to distribute such payments in accorance with the condominium laws of the State of Florida, as provided in the Management Contract with BREEZEWAY EMENT CO., a copy of said Contract being attached hereto hade a part hereby by reference and marked Exhibit "C", ubject to any and all non-profit association rules. with the undivided shares stands.

 h 9. It is understood that in connection with any assemble. Such in that this shall include assessments, insurance h the Association shall shall be shared accor the
- owners i in 20 the he shares as provided provided for herein. (c) The common surplus in the shall be ownership owned Of. ьу common unit
- shall be conducted by the Florida Statutes go The name of the corporation are attached to the conducted by the conduc reference an Association reference an ference 11. and anđ are Statutes governing corporations not for prothe corporation shall be BREEZEWAY VILLAS, In called the "Association." The Articles are attached hereto and made a part hereofd marked Exhibit "D", and the By-Laws of marked GOVERNING BODY: attached eched hereto Exhibit "E". a corporation incorporated The affairs and ud made a and ++made ο£ Ø By-Laws part he the for prof condominium hereof ws of hereof profit. the 0:
- hereafter owning THE ASSOCIATION condominium parcels The Developer | ls (owners) and whose al1 l persons 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.

parcel vote sl el shall be be collectively be entitled to one (1) vo cast by the voting member or by proxy. An owner 20 owners ÇÉ വ single vote, condominium which

voting members in the Association at any one time and may cast one (1) vote. A person or entity owning more one (1) condominium parcel may be designated as a vomember for each such condominium parcel which he owns. (1) v There in the Association vote. A percent more than fortytwo voting than each

property of of Directors three (3) me bers. All of the affairs, policies, regulations and operty of the Association shall be controlled by the Board Directors of the Association consisting of not less than see (3) members and not more than seven (7) voting mem-

13. AMENDMENT OF DECLARATION:

- made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Management Contract with BREEZEWAY MANAGEMENT CO., attached hereto as Exhibit "C", or the "Management Company". If such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by 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, Florida; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment. owners the By mative By-Laws; which s at vote ល s; provided, shall in a of + a) This Declaration may be amended three-fourths (3/4) of the condomnating duly called for such purpose rovided, however, that no amendment in any manner impair the second in any manner impa parc pursuant o amendment shall the second condominium parcel amended
- units approve the amendment. If it shall scrivener's error that all of the common expension the common surplus or all of the common elected in the such that the sum total of the shares of the common expenses of owner that one hundred per common expenses of owner through such configuration or size of an fashion, materially alter cunit, nor change the propo ownner of the parcel shares common surn" corrected by t common elements the have ror more than one hundred percent (100%) of or common expenses or ownership of the common have been distributed) such error shall be e filing of an amendment to this Declaration ive been filing c However, of any condominium unit liter or modify the appuri proportions or percenta shares the common expens no hall join in the execution e record owners of all ot If it shall appear thro s or percentage by which common expenses and owns amendment shall appear expenses or n surplus shall app thereof the shall O.ff common elements in any material the shares Declaration, mon elements appear that (100%) change which owns intere and fail through interest in ion of other such a11 the the the the of

executed by the Association, the owners of the owners of liens thereon for which modification of common elements or shares of common expenses surplus are being made. No other unit owner quired to join in or execute such an amendment. expenses units and the in the shares or the common shall be re-

- sent of the institutional majoined in this Declaration, of Developer enjoys during his Association. Declaration be institutional mortgagee s Declaration, or to af (c) made In In no event shall any a without first obtaining ownership gee or mortgagees who affect any rights tha rship of any units in amendment the written that ם ה have t the this con-
- Declaration among the public records of Pinellas County, Florida, which amendment (or amendments) shall describe and submit the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans or sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by Developer, and need not be approved by the Association, unit owners, or lienors or mortgagees of units of the condominium whether or not elsewhere required Declaration so as to submit to condominium ownership lands on property described as Phase II, Phase III, Phase V, Phase VI and Phase VII on Exhibit "B" hereto, together with improvements thereon in such as to make said lands and improvements part and this condominium. The Developer may amend this De as aforedescribed by filing an amendment (or amend Declaration among the public records of Pinellas Florida, which amendment (or amendments) shall des contained
 Paragraph
 Declaratic
 lands on p as t this hereto, Phase 9 חנ hereof (d) this expressly Declaration, Notwithstanding improvements thereon in such reserves condominium ownership Phase II, Phase III, I VII on Exhibit "B" the anything Developer, s the right to and the pursuant to amend Declaration p adjacent
 Phase IV, amend Ø attached manner rcel of
- elements or s 100% of the vided by the (e) There shall be no amendment in sharing in the common expenses unless unit owners or the effected unit owners of the State of Flore condominium laws of the State of Flore Florida. owner in approved by ner as procommon
- minium parcel shall be by Warrant conveying fee simple title to each shall be included in each parcel common elements herein specified. TYPE of OWNERSHIP: be by Warranty Warranty Deed from the De to each condominium parcel. parcel the undivided share Ownership Deed from of each ach condo-Developer cel. There H. the
- during Board. PRIORITY assessed S expenses which contracted by accordance provided the against INTEREST, COLLECTION: Common expenses shall be against each condominium parcel of the Association led in Paragraphs 9 and 10 above, including those which may be incurred for services which have been by th with term the may be incurred for services which have be the Board of Directors of the Association h the Management Contract from time to to of the contract by a majority

under, and reasonable when due. Every assessment, regular costs incurred in collect attorney's fees, shall be in collecting the same shall be paid he same, by the u made here-, including unit owner made

title the Assoc Claim of Lien Statutes effect document. The first mortgage of the Claim of effective Failure The Claim of Lien ye recorded of Lien. non to set pay to prior All forth in the the any assessments date to assessment shall the date t to record Chapter 7 e of the re be the ecording of the subordinate to when which and the recordation due are foreclose shall not this enany ida

shall charge bear to individuals interest at ٦. ت the the highest rate all State of Florida. allowed Уd law to

prior to the unpaid share from all own foreclosure. gage obt deed in title sl former title b secured obtains When the instituobtains title to the in lieu of foreclosushall not be liable unit owner which by the said firs d by a claim of li the owners shall said first mortgagee, laim of lien for asses recording of the fore ne institutional mortgagee of a first mort-le to the unit by reason of foreclosure or a foreclosure, said first mortgagee acquiring be liable for assessments chargeable to the including эd deemed came the Ø assessments due gagee, unless such shassessments that is refereclosed mortgage. common expense, col acquirer of title acquirer prior unless mortgaget chargeable to to acquisition to acquisition of age. Such collectible recorded through of is

maintenance in the hereafollows: tenance of the hereafter, with hereafter 16 and services MAINTENANCE: condominium the ervices as provided attached Management exception of units The responsibility and those responsibilities ded for by the Associa Contract, for Association shall be as the apply s for main-

*

- maintain, pense: repair (a) By and replace at the The Association shall Association's own ex-
- (1) All portions of the outside walls of the building and to but not be load bear! Of the the units, limited to, 0f except of the
- pipes, wiring and other facilities for the furnishing of utility service which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within a condominium unit which services part or parts of the condominium other than the unit within which contained or in the common elemant.
- condominium the expense unit of th the Association. All all incidental work shall be damage c caused repaire to a t a
- uncovered facilities, parking ar constructed. All ingress and eas and any re recreational areas an and
- for manage (b) By Ear unit owner with the management as provi the exception of t jument as provided for by the or by the shall be the The responsibility of those responsibilities he Association in the e as follows:
- promptly the unit. and e unit, except d replaced by t limited to the repair the the and and replace, at his expe those portions to be the Association, which s e following: expense, all portions of be maintained, repaired ich shall include but not Z, good condition

(aa) Repair of water leaks within

unit

electrical unit. (bb) defects, Repair 25 the any case and may al1 be, gas within and/or the

defects repairs fifteen Company owner entry the 20 (cc) Repair any and all heating ects within the unit. In the event that such airs are not made by the unit owner within teen (15) days after notice by the Management pany or the Association, the Management Company the Association shall have the right to enter unit and make such repairs and assess the unit er accordingly, and unit owner shall not deny to the Management Company or the Associa-

- change the the appearance 2 Not to of any any portion of the contact exterior decorate erior of t the
- any defects remedy of w which is t (3)(3) To promptly report to the Association d for repairs, the responsibility for the that of the Association.
- easement v Directors tions in t dize any the the Association, or remove any portion thereof or additions thereto or do any work which would jeoparsafety or soundness of the building or impair any without first obtaining approval from the Board of of the Association.
- receiver f put t such its going passess owner faciation ceed in ever to c work owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and urt of compete ceiver for th comply competent jurisdiction for the appointment for the purpose of carrying out the term required to be performed by the Association.
- condominium shall be insured separately, but under one in the remaining building or building, owners of sible for such damage occur to one building, owners of in which they do not hold fee simple interest in a minium unit. The insurance provided for in the aforminium property of the condominium parcels owners shagoverned by the following provisions: aforesaid ne condo-shall be building ב condomaster this ST
- (a) All insurance policies upon the c behefit of the Association and the condominium parchappear, and provisions shall be certificate of mortgagees. not includiability mortgagees. and/or coverage of nd/or living above insurance provision specifically does expenses personal property, peres of any condominium condominium parcel ov , as their interests ally does personal ium unit for the owners condo-

(b) Coverage:

- ted Dire ments upon the land and all personal property included condominium property, and other than personal property by condominium parcel owners, shall be insured in an equal to the maximum insurable replacement value, exception and excavation costs. Such coverage shall protection against loss or damage by fire and other rovered by a standard extended coverage endorsement an other risks as from time to time will be customarily covered. and with ered by a standard extended coverage endorsement are risks as from time to time will be customarily respect to buildings similar in construction, use as the building on said land including, but not to, vandalism and malicious mischief. The Bectors of the Association shall have the right to additional casualty and property damage insurance deem necessary at the expense of the Association. insured in an excluding all afford not limi-Board Board of contract e as they y covered location and improve-ed in the rty owned hazards amount such
- public liament Cont.
 Directors
 for additi necessary below. additional Contract tors of t liability CT CJ the as set forth in Exhibit "C", the Association shall have the right public liability insurance as mathematical the expense of the Association, coverage as set forth (2) Public Liability: In addit is provided for by t in Exhibit "C", the addition may the to Sp be deemed Board Managedeemed listed the
- Flood the r requirements Disaster (3) Flood Insurance Protection Act of 1973, s of the law. Protection: U Under the
- Compensation to meet t Workman's Compensation: the requirements of law. Workmen's
- charged to the general for in the Management ((c) Pa Premiums upon shall Contract. hall be paid by the Association and expense account, except as is provided insurance the Associa purchased
- gagees, as their all proceeds covassociation, own account of dama property of the the percentages ! Association the condomi condominium parcel owners ees, as their interests may damages owner covering (d) (d) All insurance policies purchased by the all be for the benefit of the Association and marcel owners and their institutional more ir interests may appear, and shall provide the overing casualty losses shall be paid to the water and institutional mortgagee. Proceeds comages to common elements shall be held as condominium parcel owners in accordance with condominium parcel herein specified. condominium Proceeds mortthat the 9
- ring to payment unit ow unit owners and any institu gages on said units, if ther their interests may appear, a condominium parcel owners to the improvements within their ţo within any of under t any the (e) e) In the event a loss occurs y of the units alone, without the improvements within the its, if there be mortgages on anay appear, and it shall be the el owners to effect the necessawithin their respective units. any 1. e improvements within concerns insurance policies shall be made constitutional mortgages holding mortany institutional mortgages on said units, as there be mortgages on the duty of those to any improve-
- tion ments within improvements the insurance the and proceeds the (f) In to units and within the policies first mort Line that los contiguous contiguo shall e jointly to g mortgages r disbursed loss occurs common alone, payment intly to the As elements, SB 9 to Associa-he units, improveunder or

shall contribute necessary to repart common elements. insurance proceeds should be sufficient to repair all damage within the units, but insufficient to repair the improvements within the common elements, the particular of the applied first to completely repair the within the units and the balance of the funds shall be the unit owners shall be subject to a special accordingly. all payees shall endorse Association and the Ass the necessary repairs to repair a and the to If the institutional mortgagees agree e the insurance company's check to the sociation will promptly contract for the improvements within the common subject to he Association on the re improvements remaining fu the the all be appor elements an event proceeds damages of all common funds for the of

gagees do provided endorse first mor gage escrow payee mortgagee none gagee shall hold the insurance proceeds ow agent (should there be no such institione with legal capacity to perform such e shall endorse the insurance check to tow agent) shall disburse the funds as fo encumbering (2) In the event all institutional morts do not agree to the endorsement of the proceeds as ded in Paragraph 18(f)(1) above, all payees shall se the insurance company's check to the institutional mortgagee owning and holding the oldest recorded mortencumbering any one or more unit, which institutional agee shall hold the insurance proceeds in escrow and the agent (should there be no such institutional mortgagee follows: the Association

mortgagee (
payment of proceeds jo damages and in accordance relation to 1 funds and jointly to the respectiveinterest may nd their mortgagees, as their interest may ance with the damage sustained by each unit demands ... its loan, the rortgag available. with the damage the total damage (aa) Ir application an, the escro acion of insurance proceeds escrow agent shall distribu respective unit owners em In the of event any distribute institutional sustainin may appear Of. to the and such ing

repaired and re negotiate and o work on a burse construction Contractor, dam the amaged accordance units, ten improvements wits, and provided in writing to suc approval of and restored. In this event, the Association and obtain a reputable contractor willing to negotiated fee basis. The escrow agent shall insurance proceeds and other funds held in ance with the progress payment. sufficient which contract contract the within the common property and within ed all institutional mortgagees, if any, such application of the insurance pro-(dd) 6 progress between escrow agent. rebuild shall the payments contained the Association a be event the insur and reconstruct subject to completely ation shall the shall đ in anđ al1 escrow disthe

mortgagees applied to sufficient within the affected, don the sa ment against each unit and the interests appear, to obtain the new restore the improvements within the units, provided that the insurance first to repair the units damaged meeting ected, shall be the said building Off to repair and common elements common unanimously econstruction, but the insurance preconstruction, but the insurance proceeds a to repair and replace all of the improvement ommon elements and within the units, a membithe fee holders of the buildings, or buall be held to determine whether or not to building(s) or to levy a uniform special at each unit and the owners to obtain the necessary funds to vements within the common elements to (cc) agree In to the have funds event common elements the re institutional first he insurance proceeds are not ance proceeds are not of the improvements e units, a membership ildings, or building ther or not to abaniform special assessions thereof as their y funds to repair and mon elements and the insurance of the second special assessions. mon elements and the available be applied uch assessment shall

be for repairs to the common elements event the majority of the voting m building(s) vote in favor of the s. Association shall immediately levy s funds received shall be delivered to disbursed as provided above. g members of the dama e special assessment, y such assessment and to the escrow agent and the e units. of the damaged

each unit as per Condominium, and Association, as voting members of said building(s) a assessment and one hundred percent ment of the damaged building(s), the be disbursed in accordance with the each unit as per Paragraphs 9 and 1 as per um, and one hundred percent (100%) vote for abandon-maged building(s), the insurance proceeds shall n accordance with the percentages allocable to er Paragraphs 9 and 10 of this Declaration of the building(s) may be removed from the provided for in Paragraph 24 hereinaftan nd the bu provided

- common elements and the insurance proceeds available are inadequate to repair and reconstruct same in all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the said building(s), same shall be abandoned subject to the provisions of Paragraph 24 hereinafter. As evidence of the eligible voting 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 unit owners and holders of all liens on said building(s) shall be affixed. (g) elements a late to re-Ξf there has been loss or damage
- Directors of the Association hereby has the authority as the agent of all owners for the purpose of comprom settling insurance claims for damage to improvements units or common elements, subject to the approval institutional mortgagee of the premises damaged. (h) Under a11 circumstances, the authority e of compromising or improvements within of compromising the of to act
- are this any be t requiing a 9 quires any form of flood insurance as a condition to grant-g a mortgage and/or any other form of financing on all or portion of this condominium, then in such event it shall the obligation of the Association to obtain such insurance the condominium buildings and make whatever assessments necessary for this purpose pursuant to Paragraph 15 of s Declaration.
- a loss or damage occurs to more than one unit, or to common elements, or to any unit or units and the common ments, but said loss is less than "very substantial" hereinafter defined), it shall be obligatory upon the ciation and the owners to repair, restore and rebuild damage caused by said loss. Where such loss or damagless than "very substantial": where or to the nd the common elesubstantial" /d rebuild the
- tion the c (1) The Board of Directors of shall promptly obtain reliable and detailed cost of repairing and restoration. the Associ Associaof
- any the common elements, with no, or minimum da individual units, and if such loss or day elements is less than Three Thousand Doll insurance proceeds shall be endorsed over (2)) If with the damage 20 or damage Dollars loss damage (\$3,000.00), the Associa-20 limit loss to

tion, repair and and the restoration Association 0f the damage. shall promptly contract for the

- an institutional mortgagee, the written approval shall be required of an institutional mortgage owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanical payees liens by law or by tr tional mortgagee Dollars bursed (Association, and provided, an institutional mortgage approval be required, as afores ce company may rely upon the certificate of the Associational mortgagee, if said instructional the amount to be paid from the Associations to on elements alone, but is in execution elements alone, but is in execution of the repair and reduced to the Association for the repair and approperty upon the written direction and approperty and provided, however, that upon the elements are appropriated. common units and the amount to be paid from s shall deliver paid bills and to the Association and execute w or by the Association or by the mortage. encumbered by institutional mortgages, as elements, or if the damage is limited Ιf the damage or n excess of gagee, if said instituis required as to the
 om said proceeds. All
 waivers of mechanics'
 any affidavit required
 the aforesaid instituany the ir and restoration and approval of the upon the requirements of the control of th loss involves well to the the and
- Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises. However, should the units owned by the Developer be damaged, he shall have the right to repair same, and further have the right of first refusal to repair all damages so long as he is developing units on the project.
- determination against all ow common element Association a available for common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided, however that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners' share in the common elements, just as though all of said damage had occurred in the common eleagainst all owners i common elements, fo attributable to the and actually repair insufficient The been to the owners' share is to the owners' share is all of said damage had seessment and added by said a for the repair and rest. (or of the deficiency, levy wners in proportion to the its, for that portion of for the actual Ιf the ment funds shall said Association for the restoration of the restoration of the same shall be seen to be seen the same shall be said to be said the cost net estimated co thereof, if thereof, if thereof, if the ion shall promety a smooth y a special assessment the owners' share in the deficiency as ion of the common shall the be property. the the the held by restorat assessment d by the proceeds nogu the
- additional ninety (90) are are in sufficient the hand event days funds to to fully the i after the insurance for pay raised In e casualty so that the the cost of event ecial assessment within so that sufficient funds restoration and repair, the restoration insurance insufficient and repair but,

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paid over obliged + require payment To may be waived institutional quire the application of the insurance proceeds as to the ment of its loan, provided; however, that this provision be waived by the Board of Directors in favor of any stitutional mortgagee upon request therefor, at any time, the extent that any insurance proceeds are required to be dover to such institutional mortgagee, the owner shall be iged to replenish the funds so paid over, and said owner this unit shall be subject to special assessments for such institutional mor he application of mortgagee shall have to the co the favor of a the

- this Declaration Condominium, the tloss or damage whe total unit space ' of the total amount of insurance c Paragraph 18(a) hereinabove becomes "very substantial" damage occur, then: or loss or damage whe l unit space i oss or damage on or any other contenter he term, "very substant whereby three-fourths (ce in the condominium is e whereby sevency
 of insurance "Very seventy-five percent (75%) or more insurance coverage placed as per occur, then. Substantial" other conte ner context dealing substantial" damage fourths (3/4ths) or n Damage: with shall used
- conditions ciation shall promptly of the cost of repair as outlined (1) The Board of Directors of the Ass obtain reliable and detailed estimat rand restoration thereof, subject in Paragraph 18(j)(4). The es
- the payment Directors s amount mortgagee repair. hereinabove de of to who shall require application of the ir t or reduction of its mortgage shall ascertain as promptly a insurance proceeds available shall shall have the (2) not be The applicable to right, if provisions insurance to as its debt. of to any ebt. The possible mortgage Paragraph 18(a restoration proceeds Board the pronet and O.f to
- damaged building(s) Thereupon a damaged building(s) shall be calle of the Association, to be held redays after the casualty, to determ bership with reference to the abar project, subject to the following: y, to determine the to the abandonment e called by the Board of held not called by the Board of leld not later than this determine the wishes of abandonment of the co of Directors thirty (30) of the memcondominium Of
- available for restoration and repair, together with the surance proceeds paid over to the institutional mortgages, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred percent (100%) of the total votes of the members of said damaged building(s) shall vote to abandon the building(s), in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 718.117, pecial shall (100%) ing(s)
- available advanced the insti the institutional mortgagees, are not sufficient to cost thereof, so that a special assessment will be a then if one hundred percent (100%) of the total vote members of the said damaged building(s) vote again special assessment and to abandon the building(s), shall be so abandoned and the property removed from visions of the law pursuant to the Condominium Act, 718.117, Florida Statutes, effective as of the dat ailable institutional r for restoration to (dd) ation and repair, together replace insurance proceeds tgagees, are not sufficient Ι£ the net together insurance Act, against paid over to cover t votes date with fund required, tes of the ainst such , then it the Chapter funds prothe to

ceeds from insurance a tion of the property. Association for the property as provided insurance proceeds are recording of this do seventy five percent of the buidling(s) vo the Association shall thereupon the Associ Association for the repairs and restoration of the approperty as provided for herein. To the extent that insurance proceeds are paid over to such institutional magagee, and in the event it is determined not to abandon said damaged building(s) and to vote a special assessment the unit owner shall be obliged to replenish the funds paid over to such institutional mortgagee, and said owner shall be subject to special assessment for sum. provisions shall be r contract If ive percent (75%) of the total building(s) vote in favor of the special sociation shall immediately levy such assessment, sociation shall proceed to negotiate and ct for such repairs and restoration, subject to the ions contained herein. The special assessment fund be retained by the Association and added to the profrom insurance available for the repairs and restoration of the above repairs and restoration of the above repairs and restoration of the above shall be disbursed by the above repairs and restoration of the above shall be disbursed by the above shall be disbursed by the above repairs and restoration of the above shall be disbursed by the above shal assessment, such

- as to it tors owners is s agreed of the whether the or not "very substathat such a finding Association shall (4)In the the event any substantial" dinding made by be binding damage y the Bo dispute Board nogu has shall all occurred, of Direcall unit
- notwithstanding, the Association shall mainta casualty and liability insurance and fidelity as specified in Section 803.07(p) of the FNMA Home Mortgage Selling Contract Supplement. (1)Anything to the maintain contrary intain in bond ond coverage Conventional herein effect
- TRANSFERS. In order to insure a community of congerents and thus protect the value of the units, the sale, leasing, rental and transfer of units by other than Developer, whether he is the owner or the owner, shall be subject to the following provisi er or represent provisions: congenial any sale, s AND re-
- disapprove failure to the sale. shall notify the Board of Directors of the Association writing, of the name and address of the person to whom proposed sale, conveyance or transfer is to be made, and so ther information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Bo of Directors of the Association shall either approve or dapprove a proposed sale, transfer or conveyance, in writing and shall notify the owner of their decision. In the even the Board of Directors of the Association fail to approve disapprove a proposed sale within said fifteen (15) days, failure to act as aforesaid shall be considered approval any (a) Conveyances, Sales and Transfers. sale, conveyance or transfer of any condominium other person other than transferor's spouse, the sale, transfer or conveyance, he owner of their decision. tors of the Association fail tsed sale within said fifteen (laforesaid shall be considered Directors or ress of the r decision. In
 r deci on to whom the made, and such writing, the event Direcparce Board r dis-

contract price, he said con veyance sale, c sale, conveyance Secretary of the or transfer on a on disapproves ce or transfer, he shall, thirty (30) days before conveyance or transfer, give written notice thary of the Association of his intention to sell, cansfer on a certain date, together with a copy cact setting forth the terms thereof and price; however, shall not exceed the fair market val condominium parcel. If a dispute arises as the member In the event the Board of Directors of sapproves the proposed sale, conveyance ember shall still desire to consummate sucor transfer, he shall, thirty (30) days conveyance or transfer, give written not be the proposed for the proposed sale, conveyance or transfer, give written not be a proposed for the proposed sale, conveyance of the proposed sale, conveyance of the proposed sale, conveyance and the proposed sale, conveyance a the farcel. consummate such te such sale, days before en notice to 20 the transfer, value Associato Of convey conthe

contained in the Association accept first right of purchase as a foresaid, then the Association accept first right of purchase as a foresaid, then the Association accept first right of purchase as a foresaid, then the Association accept first right of purchase as a foresaid, then the Association ten percent (10%) of the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Associations contained in the notice, provided to transfer, notify the owner. In the days before the days before the days before the days before the days of the rowided to the owner. In the transaction upon the termonished and that said (10%) of the owner. definitic provided notify th terms. / first ove transfer he shall ing members efinition Levosit the Association shall promptly forward to irst right of purchase as aforesaid, then the Association and ist either approve the transaction upon the terms and conditions contained in the notice, provided the Association at east ten (10) days before the date of the intended sale or shed and that said purchaser has deposited ten percent of the purchase price with the Association the purchase price with the Association or ving notice received. shall be on of fair market value, it shall for hereinafter. The Association of the members of the Association of the Any member of the Association shall the s he he purchase price with the sit for the intended sale. Ice received acceptance from the sale or transfor chooses nary with the member giving not transfer with whichever of the a rchaser to accept such sale or d in the notice, provided that etary of the Association, in least fifteen (15) days before or transfer, and deposit with e date, price an l have the resolved right as otly and

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rights shall be exercise
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a condominium parcel, whi
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the sale or to
terms given in
price or term
above. In the
without first
member shall h value, and chaser or interest to redemption. price and terms of the proposition in the notice and terms of the proposition in the notice and the date of sale or transfer, then that member may complete sale or transfer on the day and at the price and the sale or transfer, but on no other day or at no other is given in his notice, but on no other day or at no other is given in his notice, but on no other procedure outlined se or terms without repeating the procedure outlined se. In the event the member makes a sale or transfer se. In the event the member makes a sale or transfer set. t to notice the member or other person or the event ce from any member of the re-d terms of the proposed sale d terms of the proposed sale l0) days before the date give l0) days before then that the e exercised by nded as shown o arcel, which sh event provisions shall the member giving notice real member of the Association the proposed sale or transf after by reimbursing the purchaser n on the contract for purchase shall not exceed the fair mar to redeem from hereof. convey such reimbursement his entity making right, said rice and the at no other are outlined or transfer any other e purchaser, d redemption receives title said eceives no accepting market Purfor of

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to such cr
davit r given prope transfer an disapproved fer, and t constitute transfer of that the sa to a partic sions hereo notice of in the af in the members iven proper ransfer and isapproved isapproved or failed to act on such proposed sale or and that the Board of Directors of the Association was are, and that thereafter, all the provisions hereof which institute conditions precedent to a subsequent sale or cansfer of a condominium parcel have been complied with and lat the sale or transfer of a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for e purpose of determining the status of the persons' title such condominium parcel sold or transferred. Such affile or transfer to such persons was more that the status of the status of the such such affile or transfer to such persons was more than the status of the status of the such affile or transfer to such persons was more than the status of the status of the such affile or transfer to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such affile to such persons was more than the such such persons was more than the such provisions and the such provisions was more than the such provisions was more than the such provisions and the such provisions was more than the such provisions and the such provisions was more than the such provisions was more than the such provisions and the such provisions was more than the such provisions and the such provisions are such conditions and the such provisions and the such provisions and the such provisions and the such provisions no ing one affidavit, the redemption of the Association shall hundred the fer to such persons was made at the price, terms te stated in the notice given to the Secretary, red eighty (180) days after the date of the Roard of Directors of the Accordance. terminate. fter the dat Association is herein aff

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decedent shall marcel to some decedent shall marcel to some the surviving spouse or members of his condominium parcel to receive the ownership of described, or if some other person is designated by described, or if some other the laws of descent and the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall within thirty (30) days notice, served upon the President or any other officers of the Association of proper evidence of rightful designation of such devisee of decedent, express their refusal or acceptance individual so designated as owner of the condominium of the individual so designated as owner of the condominium of condominium parce's ferred ' subject the Byparcel. If the aforesaid Board of tion shall consent, in writing, own parcel may be transferred to the shall thereupon become the owner of the content of th rectors members of ing thirty red by legal edent shall he condominium By-Laws to (30) at ti to the Laws of the other with the the occupy spouse of the In days 0£ other surviving case person so designated, who he provisions of this enabling Declaration and if the Association shall refuse to consent, then f the Association shall be given an average condominium parcel, then 1 process have con to the said O.F member or n o purchase, for cash, the fair market value thereof. other member ess to such conveyed or the the have death of pouse, if at the time of his death, may cond condominium parcel; and if such rember or members of the deceased e succeeded to the ownership of the ownership thereof shall be transouch new owner. In the event said ownership thereof o such new owner. member or members succeeded to the the time of his after for c the any, of owner , and given llast a the sa such of of said condominium of a condominium if no surviving owner's family

minium parcel, respects to the the By-Laws of in interes
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the event
the privil ments final Senior such legal provided for herein, or disapproval of a the designated Florida, enior onsidered interest. The expense of appraisal shall be ler or the legal representative of the Selle ount realized from the sale of such condominius event the then members of the Association do privilege of purchasing said condominium period and upon such terms, the person control of the person of the perso condominium s as set forth l decision has b or Judge of the n parcel, but the sale In may then, and only fair of. the the of e provisions of the Association. gal representative of the Seller out of the from the sale of such condominium parcel. In en members of the Association do not exercise f purchasing said condominium parcel within upon such terms, the person or proceed within the said terms. event market a protein th herein mad been made e Circuit C proposed ket value then the D dispute ב, such person or pe seller may sell the le shall be subject of this enabling De e by an Court i sale and not this sha such Of time in such event, take arises n appraiser appointed in and for Pinellas (the condominium shall be requirements as ther notice be about it O persons or the the said condo-ct in all other Declaration and abated what parcel any should requiretitle approval County, ny party until bу the to ø

require when be the Developer who owner without the conditions of sai Association. ire that a su being leased loper under the not þe The Board of Di : a sustantially leased or rented der the rights her leased or rented by r whether they are the prior written said lease leased or rer the the of by the Board of Directors
f Directors shall have the right
f Directors form of lease be u lly uniform ed by a uni herein grar d by by any the e the owner approval as he Board of granted unit parce condominium owne 9 represent other than used า the than the and an

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- tal or lease, such approval of Directors approve tal or lease, such approval of a lease or rental release the member from any obligation under this tion. Any such lease or rental shall terminate conveyance of a member's membership and interest in minium parcel or upon the death of the Lessee. In no lease, if approved shall be for a term of less hundred eighty (180) days. approves shall not s Declaran a condo-any event upon than
- standing anything this Paragraph 19 s lease by an instit or by judicial sale foreclosure wherein transfer, sale or becomes an owner, r y an institutional mortgagee, where udicial sale, or by a volunt sure wherein a mort le, or by a voluntary in a mortgagee become lease by an institut nor to the Developer. Transfer; Mortgagee-Developer: e contrary herein, the provisions not be applicable to a transfer to al mortgagee, whether in foreclos by a voluntary conveyance in lieu ortgagee becomes an owner, nor to by an institutional lender which foreclosure in lieu of Notwith-6 of 0.53
- .ne right t
 .pproval of any amount of \$50 the seller of any transfer, \$50.00 to cover t in regard thereto. lessor. transfer, sa to cover the to Service charge ree in connection with sale, lease or sublease in the Association's expenditures.
 This expense shall expenditures shall be paid with in shall and the the
- transfer thereof a 10 ereof as aforedescribed, and appurtenances not specifically described including, but condominium parcel owner's share in the his Association membership. 20. RESTRAINT UPON SEPARATION include AND the but not limited common PARTITION: all mited to, elements elements whether
- obligations tion, every every owner and duties OBLIGATIONS shall: heretofore set OF S MEMBERS: out In addition in this to other Declara-
- any (other purpose his unit in a Not use than as than as a single-family res clean and sanitary manner. use a or permit the use residence o f his and unit it for main-
- or kept in his unit which will increase the inst on his unit or the common elements, or which wi the rights or interfere with the rights of other annoy them by unreasonable noises or otherwise; member commit or permit any nuisance, immoral or in his unit or on the common elements. (b) (b) Not permit or suffer unit which will increase the common elements, or interfere with the rights anything the insur which wil of other other members thing to be done insurance rates ch will obstruct nor illegal act or
- units and the coing from time to ciation and to by, through or u uniform rules t_o and regulations in regard to the u and regulations in regard to the u common elements, which may be adopted to time by the Board of Directors of to time by the Board of Directors of that all persons using owner's (c) under ommon ere...

 o time by the Boarc

 see that all persons u

 m do likewise. Conform to and abide bу adopted the By-Laws use of d in writ-the Assoproperty, the
- have access to each unit common the maintenance, hours as may be necessary for the maintenance, replacement of any common elements therein or therefrom, or for making emergency repairs therein to prevent damage to the common elements or to and to prevent damage to the compliance with these res reservations, covenants, of the Association. employees of of the Association, ir be necessary for the fany common element (d) Allow the conditions Board of ind of Directors or including the Devime to time during the maintenance, ments therein or and easements during Developer, to ing reasonable ice, repair or or accessible rein necessary restrictions, ts and By-Laws agents

(e) Show no sign, advertisement or notice of any type except petitions for meetings of the Association and notices thereof pursuant to F.S. §718.112(2)(f)(g) and (k) on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" sign in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit inside or outside.

- unit, whereas the I ible for plumbing elements, unless florida Statutes, e of this document. any plumbing or electrical w licensed plumbers or electrical by the Board of Directors of Plumbing and electrical repair for and be the financial ob plumbing (f) Make no repairs, additions or deletioning or electrical wiring within a unit exception or electricians authorized to do such ard of Directors of the Association or its and electrical repairs within a unit shall be see the financial obligation of the owners of reas the Association shall pay for and be resplumbing and electrical repairs within the countries otherwise provided for in Chapter tatutes, effective as of the date of the reconstants. unit except or its agent. shall be paid owners of the in the common Chapter 718 eletions to except by o such work recording
- laundry or condominium would be visible from the outside clothing units or on Not on the porches anywhere within within e of the units. permit ermit to and/or displayed os of the which
- water the lawn or shrubbery. be. permitted to use city water
- and orderly at (i) Keep all times. patio areas and patios clean, neat
- (j) Any structural alterations to and in the building, specifically including, but not limited to, screening, or enclosure on private patios and/or affixing outside shutters to windows must be approved by the Developer and/or Association. The removal of any additions or improvements or fixtures from the building or any acts that will impair the structural soundness of the building shall be prohibited.
- installed any additional air conditioning or fan equipment attached to the walls, windows or doors or displayed in such a manner as to be seen from the outside of the building unless approved by the Developer and/or Association.
- out : otherwise, any outside windows or doors of his unit t first obtaining the prior written consent of the er and of the Association. unit with-Devel-
- the Development of the Association nor the Association for the Association for the Association shall into the Association shall interest in the Association shall be as the A condominium templated im common Developer mon areas a (m) Proviso: Provided, however, that units of the eloper has completed and sold all of the units of the nium, Developer shall be deemed to have a vested and tial interest in the condominium and therefore neither sociation nor the unit owners or their use of the nium shall interfere with the completion of the units, ed improvements and the sale or lease of the units, the

such completion, limited to, the mathematic the showing of the other means to fac tion, sale and/or lease, including, the maintenance of a sales office and of the property and the display of sign to facilitate completion, sale and/or l ling, but and models signs, or or lease. any not

- (n) Not permit any contractor or perform any repairs or improvements to the ext building without the express approval of the Dev Association. The purpose of this rule is to a nuity of the outside appearance of all buildings Developer or exterior assure repairman 0f contithe
- vehicle is to trailers and campers and trallowed on the automobiles or passenger specifically of any trucks. (0) premises. kind, whe Washing Parking rking shall be limited to er stationwagons. Any othy excluded, including but a lind, whether boat, house of washing of any vehicles sh other shall or not t limited utility, passenger type 0
- allowed at time of purchase of a condomin owner. Thereafter a pet may not be replace no pet will be allowed for that unit when owner that has or had a pet. In the event of a divote of the Board of Directors of the Assoconclusive and binding. Pets shall mean how the conclusive and binding animals. Whether or annoying or annoying sha Company or t if owner has by said owne owner ha owner. shall the ngerous animals. Whether or not damyerous be determined by the Developer, Manage Board of Directors of the Association. / exceeding 15 lbs. f a condominium upt be replaced and t when owned by the of a dispute a the Association mean house pets lbs.) s pets and ...
 t dangerous or
 er, Management
 iation. Also, thereafter a majority the shall eafter owner not
- for parking spaces by the Board of Directors, which shal comporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking space area with reference to the number of condominium unit may be designate to the number of condominium property within the conformances, additional parking space area with reference to the number of condominium unit the condominium complex; except that the designate or relocation shall approval of the Association property of the Association pr parking designated for use t obtaining the wri cing space has been owner man the vereign having jurisdiction over said property rsuant to zoning ordinances, additional parking ith reference to the number of condominium units condominium complex; except that the Board of the Association shall not have the authority to relocate covered parking space or area which has sed for use to any owner by the Developer withouting the written consent of the owner to whom said Developer PARKING SPACES: assigned. and the the Parking spaces will be on Association and upon desper or Association, said parking space except condominium designated design shall n the f the
- required herein, it shall be understood that it shawhile Developer is still constructing or selling has a vested substantial economic interest in the BREEZEWAY VILLAS, A CONDOMINIUM. Whenever the APPROVAL consent a AND/OR
 Lit and apr
 shall br
 still approval CONSENT OF the THE shall only Developer units complex DEVELOPER: and k of Ьe
- which agree instruments of land. T and minium nium may be affected and institutional mortgagees hich agreement shall be estruments executed in the management of the struments of the strume TERMINATION: unanimous es holding shall evidenced manner provided hall become effe The termination mortgages Уd effective 2 for conveyances ctive when such on said uni instrument of of the the units owners condo-

agreement has been recorded in the public re County, Florida, and conforms to the rules a outlined in Florida Statutes, Chapter 718, the date of the recording of this document. records and ecords of Pinellas and regulations as effective as of

shall be construed to be co with every part thereof and owner and claimant of th interest therein, and his 25. COVENANTS: All provisions of the construed to be covenants running with try part thereof and interest therein, and the heirs, land executors, 10 any part and every unit art thereof or administrators the Declaration

successors and assigns shared visions of this Declaration. shall be bound Уď a11 of the pro-

or cour other effect. any in a conveyance of court order or er provisions 26. portion of INVALIDATION AND OPERATION: Invalidation of this Declaration or of any provision contained e of a condominium parcel whether by judgment or law shall in no wise affect any of the ons which shall remain in full force and

specified in the Declaration valid, but instead shall be a allowed under such rule of law lives shall be those of the tion. In the event any court should hereafter deter-nine that any provisions as originally drafted herein vio-lated 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 in-valid, but instead shall be reduced to the reduced to the maximum period w and for such purpose measuring incorporators of the Associa-

- quires, the use of any gender shall be deemed to include genders, and the use of the plural shall include the sillar, and the singular shall include the plural. The visions of this Declaration shall be literally construct effectuate its purpose of creating a uniform plan for operation ectuate its purpose of creating a uniform ation of a condominium in accordance with provided for same, to-wit: Chapter 718, effective as of the date of the recording recording of plan for the laws Florida (construed to plan for the b laws made orida Stat-this docusingu-
- and deed and County, Floria, shall and assigns, shall the same extent and ement Agreement for thut not limited to:

 (a) execution
 By-Laws, th
 Directors a
 Management ment or revision require the procedures for an require the procedures for an require the procedures for an and any changement Agreement may be claration or to the By-Laws and any changement Agreement increases or alterations in the Management Agreement for the Board of Directors of the Association changed by order of the Board of Directors of the Association and the Management Company with the formality required for and the Management Company the public records of Pinellas analytic filed among the public records of Pinellas analytic ne Management Company with the pand duly filed among the power, Florida. Each apartment of signs, shall be bound by the me extent and effect as if his greement for the purposes here. r revision o 28. MANAGEMENT CONTRACT:
 n of this Declaration a
 the Association by and thr
 s and officers has entered y entitled of such on by and through its original Board of has entered into an agreement with the titled "Management Agreement." Amend-such Management Agreement shall not for an amendment or change to this he had executed said Manageand Simultaneously the adoption original of the Board of
- consenting to the the Association; Adopting, execution of said Management ratifying, confirming Agreement and
- every of the covenants, Covenanting promises and promising to parta perform cakings t each

performed by in said Manag Management apartment Agreement; owners in the cases provided therefore

- reasonable; edging every that (c) provision hat all of of of Ratifying, confirming and approving each of said Management Agreement and acknowl-f the terms and provisions thereof are of said the te are
- Directors Agreement tions to t to the Association; (d) Ag and officers breached Agreeing of and the any of Association ny of their that the entering duties c persons acting j into : 20 nto such obliga-
- ment becaus between the because (e) withheld wh unit owners or eld when due of any act That at the payment of the due and payable to the act or dispute that ers or the Association the may ar and/or Management may arise monthly the Develьу Agreeshall and
- and enjoyment donment of his condominium contribution parcel towards the common expenses by waiver of any of the common elements or he unit WAIVER OF may R OF COMMON EXPENSES: No owner of a exempt himself from liability for his e common expenses by waiver of the use the common elements, or by the aban-
- designated on t notwithstanding to the extent ments, vo shall be combined" together s, voting units 30 l between any units, as long as Developer cected thereby, in order that the said units ther as a single unit. In each event, all ting rights and the share in the common determined as if such units were as or on the exhibits attached to this Declarating the fact that several units are used extent and purpose that the unit owner as have 0. COMBINATION OF forth in this Dec units and purpose that shall be treated been combined. OF UNITS ALLOWED: Declaration shall a S the it owner unit own ent, all assess-common elements construed owne s originally Declaration, of one any the the be ss-
- 31. INFORMATION. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Condominium, By-Laws, other rules concerning the condominium project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.
- Association, identifyi insurer or guarantor any such eligible mo guarantor will be enti 32. LENDER'S NOTICES:
 identifying the name
 uarantor and the unit tifying the name and address of the tor and the unit estate number or mortgage holder or eligible ir entitled to timely written notice Upon written request and address of the insurer ce of: address, holder, the
- (a)
 ...cn affects a restate on which to guaranteed by srinsurer or ~ guarantor, (a) such material portion of the project or any unit there is a first mortgage held, insured, or such eligible mortgage holder or eligible Any condemnation ე ე applicable loss 900 any casualty
- ments or a first holder uncured 20 (b) Any delinquency or charges owed by an owner of tmortgage held, insured or go or eligible insurer or d for a period of sixty (60) delinquency (00) or of a unit estate sugaranteed by such of a guarantor,
 days; in the the payment unit estate which subject to ch eligible of remains

modification tained by the (c) of a of any insurance Association. Any lapse, e, cancellation o policy or fidelity or c material
bond main-

- the consent 0f (d) Q Any proposed acti specified percentage action ntage of wnich would require mortgage holders.
- executed an ag purpose of pro project, a cop request. The contained in t 33. providing copy of w e Association shall be bound this agreement and Develope thereunder. ELECTRICAL SERVICE CHARGE: eement with Florida Power widing electrical service electrical se The Develo

 Corporation

 vice to the cor

 lable from Dev

 be bound by al

 d Developer " rom Developer y all of the t shall be reli Developer eveloper has tion for the condominium oper upon the terms relieved

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

Signed, in the presence Sealed, and of: Delivered

-	
Attest:	By: Donald D. Kriseman,
	President

KRISEMAN ENTERPRISES,

Richard

Eaton,

Secretary

(CORPORATE

STATE C OF FLORIDA Y OF PINELLAS

me this KRISEMAN tary resp tary respect corporation, and RICHARD pectively of The day foregoing instrument behalf of EATON, E KRISEMAN If of the c corporation. President and Security INC. was acknowledged and Secre-a Florida before D.

Notary Public

Ϋ́ Commission Expires:

accept all bilities, c provisions whereof Florida is hereby non-profit all of the obligations of this Dec AND VALUABLE CONSIDERATIONS, the receipt acknowledged, BREEZEWAY VILLAS, INC., a membership corporation, hereby agrees to benefits and all of the duties, responsions and burdens imposed on it by the Declaration and all exhibits hereto.

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

Signed, Sealed, and Delivered in the presence of:

BREEZEWAY VILLAS, INC

Attest:	By:
Richard Eaton, Secretary	Donald D. Kriseman, President

STATE OF FLORIDA COUNTY OF PINELLAS

this da KRISEMAN and l tively of BRE tively of B membership and RICHARD EATON, BREEZEWAY VILLAS, day corporation, foregoing y of Y VILLAS, INC., a Florition, on behalf of the instrument was acknowledged before me, 19, by DONALD D. ent and Secretary, respeca Florida non-profit of the corporation. Was me

Notary Public

My Commission Expires:

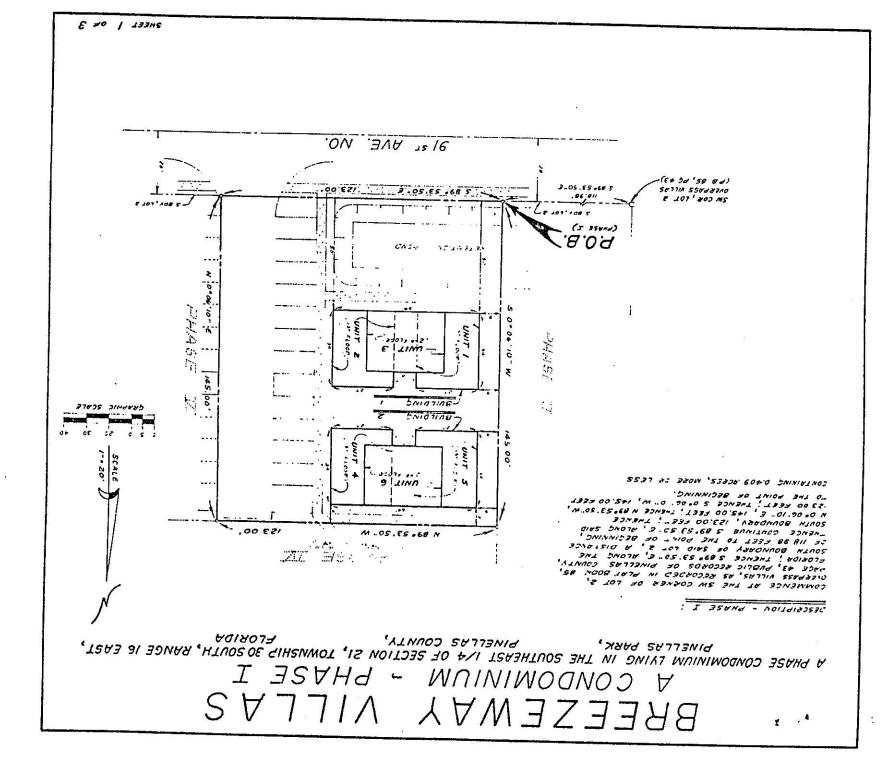
LEGAL DESCRIPTION OF BREEZEWAY VILLAS, A CONDOMINIUM

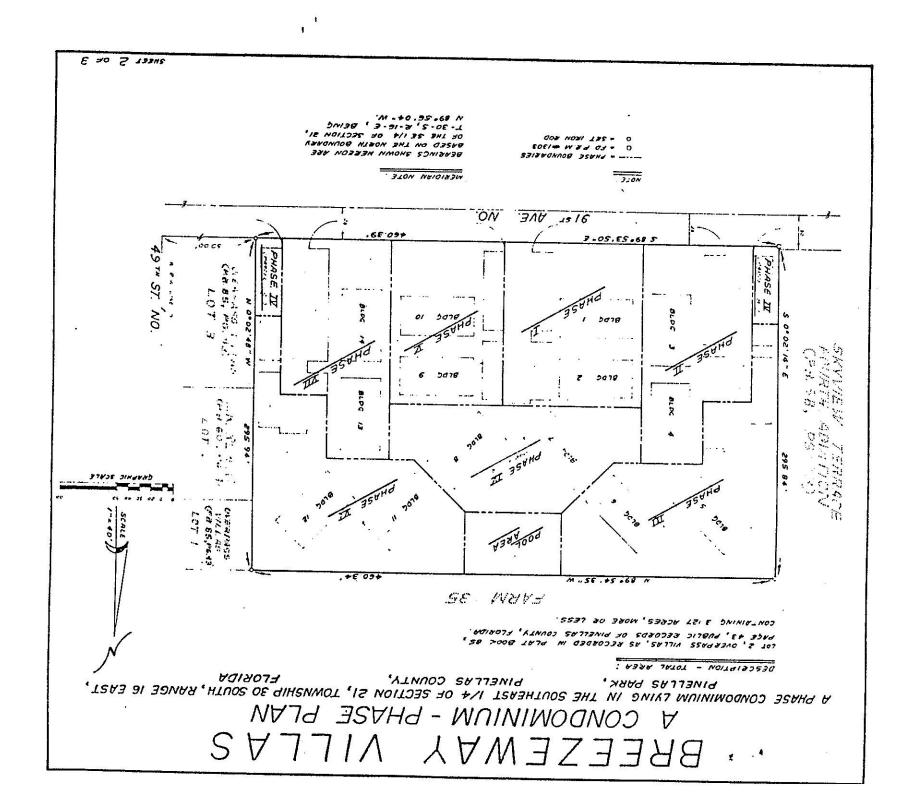
Phase I

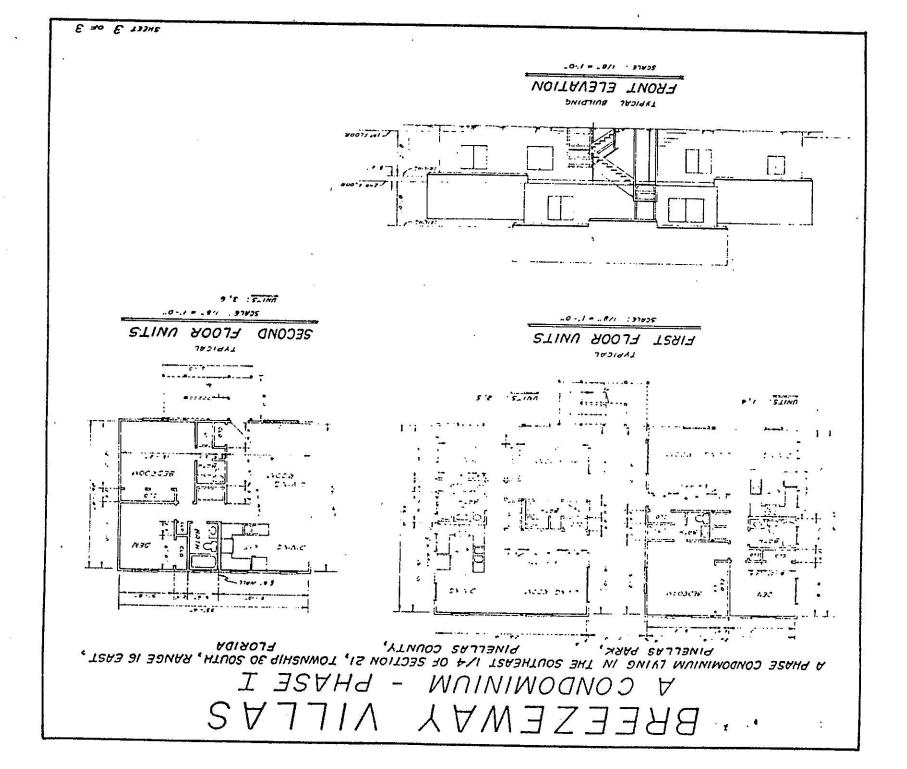
Commence at the SW corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence s. 89°53'50" E., along the South boundary of said Lot 2, a distance of 118.98 feet to the point of beginning; thence continue S. 89°53'50" E., along said south boundary, 123.00 feet; thence N. 0°06'10" E., 145.00 feet; thence N. 89°53'50" W., 123.00 feet; thence S. 0°06'10" W., 145.00 feet to the point of beginning.

Containing 0.409 acres, more or less.

EXHIBIT "A"
to
Declaration of Condominium







BREEZEWAY VILLAS, A CONDOMINIUM MANAGEMENT CONTRACT

7.

day of "MENT CO., a Florida corporation, "Manager," and BREEZEWAY VILLAS, corporation, hereinafter referred KRISEMAN ENTERPRISES, INC., a Flafter referred to as "Developer". THIS AGREEMENT corporation, VILLAS, referred made Florida hereinafter INC., a Flo to between as a Florida non-pas "Association," corporation, he עם entered int en BREEZEWAY referred non-profit ation," and MANAGE to

WITNESSETH:

BREEZEWAY VILLAS, the "Condominium" Pinellas Park, Flo Park, WHEREAS, Florida × located Association CONDOMINIUM 33565; at and 4961 1s hereina the governing bafter referre 91st Avenue Avenue body ed North, 0 for ហ

to m manage ion; and and WHEREAS operate Manager വ er is a corporation condominium on beha duly for authorized this Asso-

maint enance WHEREAS, oper. the p parties on of the desire to Condominium provide ЬУ Manager; for and the

scribed minium, 3 to the common facilities, as more particuling the Declaration of Condominium of this hereinafter referred to as the "Declaration" WHEREAS, the Developer Sumo an undivided particularl this intere and Condo-Q 0

maintenance, facilities F Declaration a WHEREAS and pursuant operation, this Agreement the to repair Association the terms and replacement terms and prov is obligated provisions of ed for said co of the

covenants NOW, the parties THEREFORE, covenant in consideration and agree as of the follows their mutual

ciation, the sums e Condominium and to render ation, all as provided here sums more particularly set manage the properties, rend yment therefor the monies he The Association herein, render set hereby hereinafter certain forth the and employs services, and er provided for herein. services Manager ťο Manager agre to рау for to the therefor manage Asso-20 00

Н

TERM

day of the month
Declaration and s
(1) year unless t)
the provisions of yearly during of the that e Act (automatically provisions or secutive "Condominium between the provisions or secutive the provisions or secutive the provisions of the either Condominium Act. given ame extension, has party to the be of Section the not shall extended immediately of may unless other Act" extension continue ded year owners ten 718.302 pt"). Aft party sooner unit Agreement following 302 of the After the this for prior to terminate to pursuant owners cancelled, year D Agreement r to the en shall minimum the elect Florida one provided, sooner commence recording mum period nt upon end of the Section (1) 6 pursuant to Condominium year, term terminate on 718.302 the any however, write of of shall firs the

TIME: Monthly as required

MANAGEMENT FEE: Included in item 1 above

OST: None

PERSONNEL: One part-time clerk

SUPERVISION: One part-time manager

- of Ass forth: before Association, 45 Prepare days prior Ø and proposed submit to the e end of ea operating to Association, on of each fiscal budget setting year or
- xpenses (a) an the itemiz ed statement fiscal year 0 H O estimated Association
- quire to (d) mee setting et said e expense forth proposed es; and amendments re-
- may be proper management required (c) reserves, J of th the opinion of eproperty. allocated 20 Manager unallocated

TIME: Once per year

MANAGEMENT FEE: \$.05

COST: None

PERSONNEL: One part-time accountant

SUPERVISION: One part-time manager

(4) Caus according to to time by As cleaning, maintenance a be necessary, subject t condominium documents a imposed by Association. Cause use the property o standards to be Association, inc roperty to be maintained ds to be prescribed from tiron, including landscaping, and such repair work as mult to the provisions of the and specific limitations and ma y ime

for the cond Association. TIME: condominium or S Уď the budget of operations otherwise directed by the

MANAGEMENT FEE: \$2.00

the services otherwise req The actual cost ces specified in t requested by the the Operating Association. providing Budget or

get or otherwise requested by the PERSONNEL: As required to Association. specified per form the Opera m the D) servi ces

SUPERVISION: One part-time manager

- of rep repair or r ree Hundred (5) Not replacement which Dollars (\$300.00) incur any expense exceeds unless: for sing the mu 0
- or rent (a) suchOperating expense Budget a e is contained approved by A Associat: the

(b) is s
Board of Directors
representatives; p
set forth in this
to any emergen...
to life Manager which service. may (b) is specifically authorized by the of Directors of Association or its authorized entatives; provided, however, the limitation of the inthis item 5 shall not be applicable emergency repairs which may involve a danger or property in the opinion of Manager, or may be immediately required, in the opinion r, to avoid the suspension of any necessary to the property. fically author Association or or its authorized, the limitations be applicable as involve a danger Of

.

NO TIME, MANAGEMENT OR SUPERVISION FEE, PERSONNEL INVOLVED

that Mar Manager such promptly comply with any and all ments affecting the property by agency having jurisdiction over specifically instructed by Associntends to contest such orders of the state o same. Manager orders comply with any are fecting the normal average contraction of the normal a shall or require shall not comply notify n as and Association noqu y Association may all with y be necessary to ll orders or requir y any governmental the same, unless Or requirements the same, un receipt same. any of ct and 4

TIME As requir ed

MANAGEMENT FEE: 40 0

COST: Actual cost compliance Actual ct incurred to achieve

PERSONNEL: As if required t to achi eve compliance

UPERVISION One part-time manage

(7) Enter into ag Association for water, vermin extermination a be necessary advisable. 9 into Sp ter, electricity, on and such other and such other and Association may d agreements 9 behalf gas ser dete cvices 0 f CT nes elephone the as

TIME: As rec required each agreement based on number and

MANAGEMENT EE S 01.

COST: The acterms actual 0 f such agreement cos ts incurred under the

PERSONNEL

SUPERVISION: One parttime manager

(8)
material ials maint Purchase and nd suppl on 0 fes behal the are necessary property. П of Association, the

TIME As required

MANAGEMENT FEE: \$.05

which will be Operating Bud Association. L be made Budget or Actual be made 20 cost 'n as accordance s otherwise incurred for with the approved with such purchase approved by the 0 5

ERSONNEL: On e part. 1 à ime person

UPERVIS :NOI On par c -time manage

(9) Supervise Association, cause all insurance neces including, but not compensation, burgl neces burglar ssary to limited and wl and where to Įq protect to, worl thef aced 0 authorized and ct Associati orkmen's insurance kept Ϋ́q J on for a

TIME: Annually 20 as 0 therwise required

MANAGEMENT FEE .. 3 0

COST: The actual crequired by required by cost y the y the of the premining insurance con Association. premiums cove rage

PERSONNEL: None

Í

SUPERVISION: One parttime manager

Associating relating of make nance of the destruction ompany (10 ssoci reporta iation Promptly tion all a the to thereto, and shall s as are required by connection therewith the ownership, operations or perty, including are reection accident inve W CT iga ate te and repo or claims f operating th. cooperate with y the insurance any report damage and to damage d mainte or and æ

TIME: As required

MANAGEMENT FEE: Included בֹּ įt em. 9 above

COST: None

PERSONNEL: None

UPERVISION: One part time manage

rom (11)the Cause te funds to 0f be AS paid paid regular
sociation; Y and punctual

As sociat (a) all taxes required 40 be paid

ate Ø and 8 other building ding inspection governmental cha charges ees, water

for e expenses ge (c) es or other behalf of A or other obligat half of Associat management fee o such Sums which become tions, i incurred due and payable by

here inafter a provided; Manager W S

e such

p e authori N ed bу Association. 9 charges as

AS requi red

MANAGEMENT FEE: \$1. 50

COST: Post. age as required

PERSONNEL: One par Ċ. part. mе ime account erk an and one

SUPERVISION: One part time manager

Association in conjunction with such accounting personnel as may be employed by Association, all forms, reports and returns required by law in connection with unemployment insurance, worker's compensation insurance, disability benefits, social security, withholding taxes and other similar taxes now in effect or hereafter imposed and such other requirements as may relate to the operation of the property and the employment of personnel. Notwithstanding the provisions of this Section III, it is specifically understood and agreed that Manager shall not be liable for the preparation of income tax returns for Association, either state or federal.

As require

MANAGEMENT FEE S .0

COST account: by or or Actual 9 cost of emplo ting personnel on behalf of t employment the as Assoc may be of iat such employed
tion

ERSONNEL: One part-time accountant

UPERVISION: One part 1 ime manager

and accounts in accordance with acceptable accounting principles and practices, which records shall
be subject to examination by the officers and
directors of Association and any other duly
authorized agents of Association during reasonable
business hours by prior appointment. Manager shall
submit to the Association, not later than 45 days
after the end of each fiscal year of Association, a
statement of receipt/disbursements with respect to
the prior fiscal year of Association. (13) Maintain and accounts in a ing principles an be subject to exa 0 acceptable account

As requi ă

MANAGEMENT FEE:

COST: Non

PERSONNEL: one One part. -time accountar 3 C

UPERVISION:

charge the personnel necess; order to properly maintain a ty. Such personnel shall, independent contractors or independent contractors or Association or of Manager. services of such employees soperating expense of Association (14)investigate, hire, put to be the personnel necessary to be to properly maintain and operate the puch personnel shall, in every instance, bendent contractors or in the employ of ion or of Manager. Compensation for the employees shall be considered issociation. the properand e Cu ct in a be be ig.

MANAGEMENT FEE: 3 ,10

000 HOM cost: such c in acc as oth COST: Actual contractors accordance wind otherwise dir ors and with the directed cost h the incurred for demployees the approved ed by the As ьу ved Operating B Association. for employment costs will ating Budget

PERSONNEL: Budget by the As specified or as otherw Association. as otherwise 'n the Operat directed ing

SUPERVISION: One part-time manager

(15) Manag compliance by the Declaratio Incorporation rules or rec Association regulations on from time Manager by the members or other occupants wation of Condominium, Articles of ion and By-Laws of Association, and egulations as may be established by from time to time with such

TIME: As required

MANAGEMENT FEE: \$.05

COST: Actual costs a compliance 25 cost may Of Ьe legal fees e incurred t and o se $\boldsymbol{\omega}$

PERSONNEL: One part-time attorney

SUPERVISION: One part-time manager

Directors in connect connection (16)Manager 0f Association n with the ma shall management confer when SO freely requested t of the pr with property. the them

TIME: As required

MANAGEMENT FEE: \$.05

COST: None

PERSONNEL: None

SUPERVISION: One part-time manager

and on behalf
Manager shall
to or for the
sum except out sum ex the Association discharge o to as Manager on beh or for the account of mexcept out of funds of ded as aforesaid nor shour any liability or (17) All provisions All acts performed by Manager pursuant to isions of this agreement shall be performed er on behalf of Association and all obligaexpenses incurred shall be for the account ehalf and at the expense of Association: shall not be obligated to make any advance r the account of Association or to pay any pt out of funds of Association held or proaforesaid nor shall Manager be obligated 0£ unless the the same are shall Manager be or obligations o necessary funds necessary fu are provided. g for behalf account

TIME, MANAGEMENT, FEE, COST, PERSONNEL AND SUPERVISION NOT APPLICABLE

IV.

RESPONSIBILITIES AFFECTING AN INDIVIDUAL UNIT

for the metered a unit o appl for (the Manager has no repair or replantations, repair or replantations, including owner; payment of the to a member's | mortgage nor for The he parties hereto acknowledge as no responsibility hereunder for replacement of a unit owner's luding an owner's air condition of the utilities individually mber's unit; nor for the taxes no the payments ty hereunder for the "-a unit owner's fixtures or
s air conditioning system; nor
s individually and separately
for the taxes levied against
on unit owner's

۷.

INDEMNIFICATION OF MANAGER

Agreement at corporations Manager any time to engaging in any persons, firms, partnerships, condominium management. reserves the right to assign this, or

VI.

DEVELOPER INTEREST

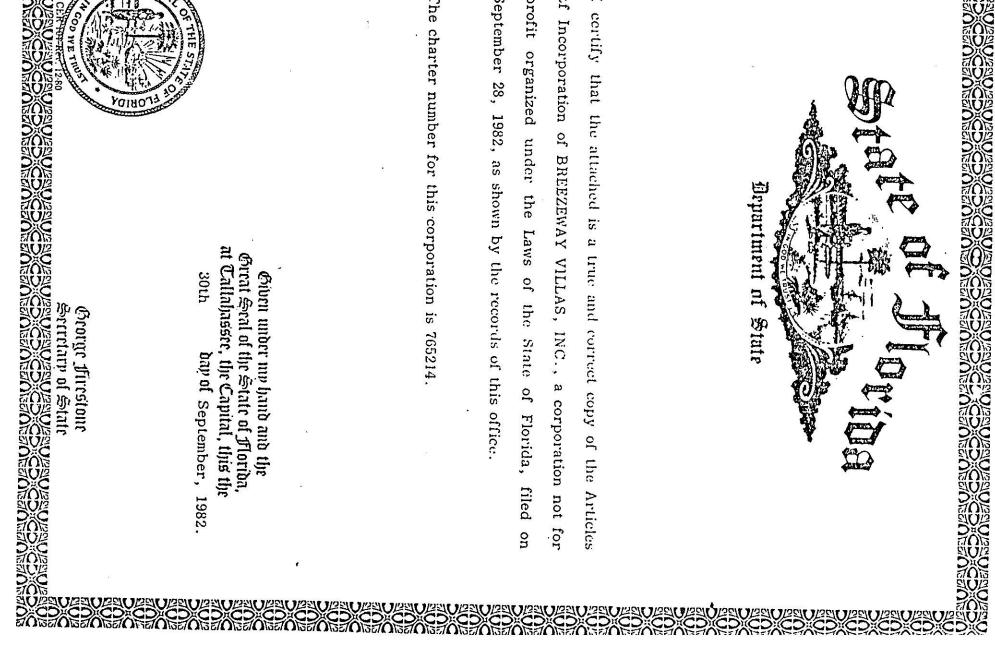
is Krisem
President
and its S
Eaton are holders the mana Kriseman managing are s Secretary i are also the of BREEZEWA an Enterprises, Inc., a Florida corporation. The of the developing corporation is Donald D. Kriseman. ecretary is Richard Eaton. Mr. Kriseman and Mr. also the principal officers, directors and share- f breezeway Management CO., a Florida corporation, ing entity for the condominium. The Developer Off BREEZEWAY VILLAS, × CONDOMINIUM,

cuted this IN WITNESS instrument whereor, and the year parties l ear first hereto t above have ex written. exe-

Signed, Sealed, and Delivered in the presence of:

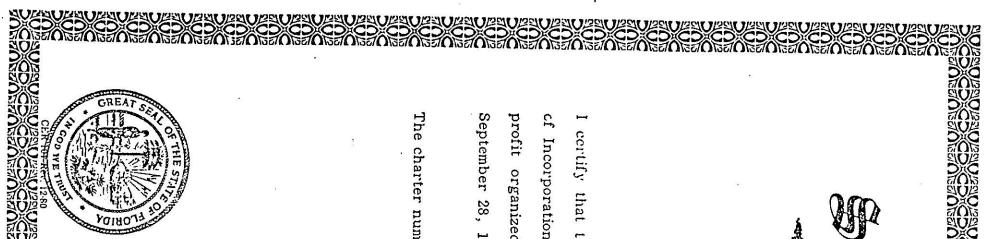
							ß			
Attest: Richard Eaton	By: Donald D. Kriseman	KRISEMAN ENTERPRISES, INC.	ASSOCIATION	Attest: Richard Eaton	By: Donald D. Kriseman	BREEZEWAY VILLAS, INC.	MANAGER	Attest: Richard Eaton	By: Donald D. Kriseman	BREEZEWAY MANAGEMENT CO.

DEVELOPER



Ç September profit certify Incorporation

The charter



with eac together the Stat and of e State od file in Florida, each อร 'n of other the the Ф Florida, and wo me he Office of the Foor he following Articles the corporation e undersigned, to associate exporation not prida, and do l e focretary of State c ourselves jointly y of State of Incorporation: and and severally agree our quecessors be laws being the laws being the state ate of the State severally

(hcreinafter The name sometimes Of: of this corporation BREEZEWAY VILLAS, II imes referred to as shall the "Association"

II.

ter located or to Declaration of Obe established. known as, or (hereinafter The to provide 718, Floring Florida Statutes, for to be known as to be located on the property described in of Condominium which has been established or purpose an entity for ខ្ល which for hich this corporation is organized required by and pursuant to Chapfor the operation of a condominium s breezeway villas, a condominium, the required ri Ti Wil

corporation lease or su fee owner or any oth partial dents; sphere member rations i.e., tl any amendments thereto. To crect such additional buildings and structures on said property 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. by-Laws, rules enforcement the building maintain permitted other ហ Q. r power and authority g necessary and proper accomplishment of its p ituated improvements e of congeniality and his residents for occupancy; of physical appearance the lity or and to Not or 20 20 sublease, Condominium Act. In buildings upon the operate thereof. shall Chapter For Pro 25 order perform owner and Profit", thereon, a have appearance of nd regulations, and without to of land any The the f and high Ø purposes other Florida נו leascholder as ដ described in tions, and corporation to any acquire, said following the out of certain well interest h standards by and to maintain act building or ihed in the the conduct Statutes, entitled l as Florida Statu and the as יר ב maintain, building; to perform duct of it set forth multi-unit interest power purpose maintaining an dards by and for shall בֹּב real buildings sr Declarat m every act its business also 20 to aforesaid herein property, Statute D 20 nd for its high stanresidentia operate have formulate sole for act "Corpo-te 718, and shal atmo-r its Y the such lall and 20 to Q

III

shall declare the property d together with covenants which shatherein, ium einafter shall with any subsequence ownership under ts, conditions and Kriseman referred to be described a certain Declaration of applicable wit: subsequent ame Enterprises, and to as the and 5 the easements to said pro t amendments there reserves as contained Inc., "Developer", Condominium Florida shall of Condomin reservations, a11 corporation submitt 6 make interest therein condoand ing ium

the Declarati 9 Legal Of Condominium. description S more fully n O ä for th in.

and acilities. will B contain All improvements forty-two condominium erected or units installed units and 9 on said related

control with Flo who members Developer shall Florida Statute of Of be may the the the name Association shall have Association transferred catute §718.301. Initially, sole voting members be such the three members of the to the (3) Of them right to h persons the in i orporation accordance have 9 The

the the etained economic interest the Association until he hale in the ordinary cours Developer For will the course be purpose st justifying re holds less than rse of business. regarded Florida as having ng retention than ф СТ Statute Of Q) the Of substantial f control of units for

- ordinary cou may be taken course D. without Η£ of b business, t approval Developer IJ. none holds me of th units the Ãq following the for Deve sale lope act in ions the
- owner ۲ħ 20 capital (a) improvements Assessment O.F the Developer 20 B unit
- oper; ; shall detrimental to the sales or lease of units r; provided, however, that an increase in a mon expenses without discrimination against ll not be deemed to be detrimental to the sa (d) Any the sales action by the r lease Of Assoc the sales units iation s by the Devel-assessments for the of Sments for Developer that units.
- MINIUM, III. control o tion all held by each but under ance not limited to, t by or controlled by the Developer, except buildings construction or that have construction loans including, ot limited to, the following items, if applicable, as to condominium operated by the Association: to Offi a property or contro have (70%) the Association and shall roperty of the unit owners unit been conveyed than five (5) y perty of the controlled k One of purchaser, e hundred the unit units unit o years twenty (120) days afte of BREEZEWAY VILLAS, the to unit unit purchasers, bu following the first Developer shall re deliver s and of the after the relinguish he Associa-Association but J. CONDO no
- Association, 11 mation plete minute corporation officer or and of сору and provided, the books the ā11 Of. and recorded Declaration c agent of the firm the actual amendments; and (a) been By-Laws, includin dother corporate any; the promulgated. certified by affidavit by of the Developer as being a tual recorded Declaration, ents; the Association's Art same and original, including any shall reflect the house 0f books certified any Condominium; rules and and Articles al1 recording and copy records Infor-the Developer true and come and in jf amendments; 20 regulations e and coming including of In-D of photo-
- son the the 0fi Board Association. the 0 ff requirement Directors (b) Resignations that ₩ħO may the рe Developer 0 f required officers relinguish to and resign members for control rea-
- iation unds. Q (c) certified The audit developer and accounting shall deliver for all to o the Asso-association
- ndependent (d) audi ct 20 Association account ing funds which 20 control includes thereof capita a1

accounts, a reserve the accumulations Florida Condominium and capital ium Law, contributions Chapter 718: in

- represented by the I ments, or that is os that is property of properties. (e) Developer to be ostensibly part of the Association, A11 tangible **ે** be part of the personal and common elements, inventories of th of property the common that these ele 20
- engineer auth plans and sp knowledge and including any construction, improvement of installation uti ing and improvements form of the tilized ng of e of equipment installation authorized to produce and belief the in any O f Developer the and utilized in and of the condominium of the mechanic ion construct the to o£ > site, all he or of his copy of the plans an uction of improvements e condominium and for mechanical practice mechanical represent actual pi-01: and with resent to
 ual plans
 made by and agent, about a certificate plans components for this St and for the components the the 1 the the and State, that ne best of construction specifications, Developer during construction and an specification 2 serving architect construct serviny the erviny the affidavit supply-truction ect or such their and and the
- (g) Insurance Policies.
- which may creation c y have to find the (H) been oeen issued within condominium. O any 9110 certificates ne (1) year of: jo f occupancy the date of
- currently to the A Developer bodies applicable tely in force date unconstructions took control or to which rol of Any the were other the condominium e issued wi the Association. permits unit its issued by governmental ium property and which are within one (1) year prior towners other than the
- are still effective (j) suppliers, All written and warranties manufacturers, Of, the if contractor any, that
- addresses Developer Ø and records (X) telephone roster numbers, 0 }-4• |-41 unit known, owners as shown and 20 their n the
- in which the (1) Leases, Association i S if any, s lessor or the See common elements, 20
- ciation ı S one (m) of the Employment contracting contracts parties. ij which the As 108
- indirectly of the fee services. is on which one the of Association or to an obligation or an (n) charge Service) Of the g parties the unit he unit owners he responsibility to person 20 or ij persons per service ers have which the performing contracts directly Association all the 20 מו
- is one of Contract O.f. the 0 o) Other c contracts ng parties, ກ່າ such which S the the Association Management

rt this The By-Laws Article. Of this corporat ion may not change or

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shall be perpetual. The term m 9 which this corporation shall exis

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Articles of The Incorporation names and addresses are as follows: O.E the subscribers to these

Donald D. Kriseman

450 Treasure Island Causeway Treasure Island, FL 33706

Richard

Eaton

450 Treasure Island Causeway Treasure Island, FL 33706

Mort Stupp

450 Treasure Island Causeway Treasure Island, FL 33706

VI.

a President, Vice President, Secretar officers of the corporation shall be a Board of Directors of the corporation provisions provided therefor in the Etion. The e affairs of the corporation, Vice President, Secretary the corporation shall be el corporation By-Laws elected annually in accordance w 3y-Laws of the c lected and shall Treasurer. be managed y by with corporathe the The bу

VII.

by a Board of Di Board of Adminis three (3) member By-Laws of the Directors shall members of the c first Board of Directors and of and officers, ar pard of Directors, referred to sometion sof Administrators, which shall consist (3) members, as the same shall be prosper the corporation. The members of the corporation annually by a constant of the corporation. of the elected a corporation. ard of Directors and off: officers, until the are as follows: officers names first members consist of not a majority vote and address election provided for shall of shall herein O.F serve as directors less Board conducte of Уd as than the document than the the the the the

President Donald D. Kriseman

450 Treasure Island Causeway Treasure Island, FL 33706

Vice President Mort S

ddna

450 Treasure Island Causeway Treasure Island, FL 33706

Secretary/ Richard Eaton Treasurer

450 Treasure Island Causeway Treasure Island, FL 33706

the said corporation The name and 218 address of as follows: the regi S tered agent for

St. Petersburg Corporate Services, Inc. 405 Pasadena Avenue South St. Petersburg, Florida 33707

VIII.

documentation form of our CONDOMINIUM, County, Flori omissions in members the ownership. or rescinded by a three-fourths (3/4) of this corporation save and except as Declaration of Condominium of this corporation of Condominium of the corporation are Florida, the recorded the Declaration required by la as <u>ب</u> among pertains .a. ၁ the c Condominium J Public establish correcting BREEZEWAY VILLAS 2 the errors חו vote condominium any VILLAS, Pinellas and/or y other made, f the

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may t vote that to Ar tion. Article VIII 10 of. proposed amendment the members amendment 9 Vд shall Article the 0f s of these Board of D be this 9 XI of s corporation, provided, effective unless adopted these Directors Article Articles O 20 Уd Inc Ø Incorporamajority however, pursuant

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- all of minium. the × record members owners S 0) HOF the Association condominium parc parce shall ls in consist the cond cond ō Of
- approval. becomes a prior own Declaration Association Records of P ment condominium establishing owner tion of Condominium, a change of members tion shall be established by recording in of Pinellas County, Florida, a deed or ot tablishing record title to a condominium panium and the certificate as required sol. The owner designated by such instantant a member of the Association and the member where is terminated. D After receiving approval change o SP s required membership membership ed showing instrument i n other parcel the by the in the Public instru-0f thus
- ally tion, liable: C. for any debt as provided Z O officer, or othe director rector or member sh other obligation of the Declaration of shall E this corpor Condominium. be personpora-
- Board vote in of person or by proxy, f Directors required to U Each member shall for be each filled. be restricted vacant position one 9 42
- may mini ship more accordance manner lot not shall than 111 provided that as title to o O the one with the divided be management (1) person, entitled co (1) the membership between the unit. Declaration collectively t of the affa all of mау plural be affairs of t In of Condominium al owners of a shall n the the owned event ownership owners of such m event ьe by the corporation held more one single such e (1) and than in t the the vote one member condo-VOt same or in
- ject to a tion in with the Incorpora the assessment ation, operating perating the multi-unit Declaration of Constion, and the Condominium, Laws of the this and expenses of the corporate building(s), in accordance of ominium, these Articles of corporation corpora shall be sub-The

By-Laws oraph F, a P dqa. of Article the corporation may e X. not. change S alter this para-

- Of pro rectors fit, the corporation or officers on 9 dividends s corporation ds shall be painshall be dist e paid, and a distributed shall no not to part <u>ا</u>. be S operated of the in members the income rs, di-
- are responsible about their cond condominium units The for members 10 maintenance corporation, and ion, individually, repair within and
- members settled t therefor laws of t by a 9 arbitration State between the Off American matter DI Florida. בוֹם member accordance with the of Arbitration controversy and the corporation Association or dispute rules shall provided and the betwee
- ject tions Artic tion. cle to contained es of Inc a11 Off ned in the I Incorporation The the ם: members terms, conditions, co Declaration of of and this the corporation By-Laws covenants Condominium, 0f shall and the l be sub-l restric[±] um, these corpora-

XI.

bank, insticciation, insticciation, insticciation investment estate investment alteration, Article II Article X, r notice member able vided unanimous meeting special These Articles of altered, modified, changed than three-fourths (3/4ths) corporation, which may ial meeting of the co first members such life Off. Off of institutional approval the may mortgagees rs of the corporation pproval of all mortgage mortgage lien against insurance the hereinabove, amendment, proposed change corporation for be corporation, provided, ndment, modification, ida. made trust company, federa al investor, mor rust authorized are without corporation, pro hange shall have on fourteen (14) and mortgagees holding a valid enagainst any condominium unit, institutional mortgagees, such any, federal savings and loan be accomplished at any or rescinded of the or Incorporation of the Paragraphs mortgage together wees holding ragraphs F, G, H & unanimous approval together with the change provided however, transact been mailed days prior bankers may present γd or w I, of the the the written walid enforcenium unit, progees, such and not vot that that business and, member regular O amended to to 0 written each said such of 20

XII.

enjoyment, re possessory ing, but no and other r to the land sessory and whereby t not limited to, country clubs, gol er recreational facilities, whether lands of the condominium, intended 20 time ry or recreation or other recreation or other are such leaseholds, makes existing and the recreation of the recreation or other recreations. fully use μ. Ct Association f recording described t acquires interests in therein. may nay acquire leaseholds, use lands memberships 20 Declaration or brought membership and golf d to provide benefit of emberships and facilities, 9 ent courses and of into not shall into contiguous
ide for the
f the unit
other poso existence
all be set other and marinas agree-l other includ-

YIII.

inactive and the the event fail to perform this corporation sh rm its duties shall and become carry dormant out ٠. ct

corporators or to of reactivating directors of the Articles of Inco contractural coverage together with the corporation in minium, and all but not limited nance e Agreement said corpor corporation Incorporation all covenants their g said those matters this to, matters to, the p accordance condominium shall revert back to the designated attorney-in-fact corporation may shall s in connection the provisions of the provisions of the and Of reguired Will revert conditions this 5, S t he corporation. back electing n to co be performed Declaration of this therewith, ឧន Service corporation, new for for purposes officers and these forth original including, and Mainte-0f herein, of this Condothen in-

XIV.

The principal place of bus shall be at 450 Treasure Island Causcway, Pinellas County, Florida, or at such may be designated from time to time. business of way, Apt. 308; Apt. 30 place this co Treasure 20 corporation ure Island, FL places as S S

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Articles of have hereunto ţo. Incorporation WITNESS set S WHEREOF, their hands to be executed t the and subscribing and seals and ecuted this 21-Saused day incorporators caused these day Of

Signed, in the p , Sealed, presence and of: Delivered

Mort Richard Donal Stupp Eaton eman

6 5

ST. PETERSBURG SERVICES, INC. CORPORATE

ву:

Registered Agent

STATE C OF FLORIDA 7 OF PINELLAS

me this KRISEMAN, Florida no The foregoing instrument was acknowledged before 21 day of 22 mbe, 1972, by DONALD D.

1, as incorporator of BREEZEWAY VILLAS, INC., a non-profit corporation

Notary Public

Commission Expires

Notary Public, State of Florida at Large My Commission Expires Oct. 78, 1583

Notary Public, State of Florida at Large filly Commission Expires Oct. 28, 1983 tanded by American time & Casualty Compley and tively, of Registered non-profit this 21 da incorporator corporation. STATE (ĀМ COUNTY C COUNTY C Ϋ́ The foregoing instrument was this 21 day of Sactumber, 19 as incorporator of BREEZEWAY VILLAS, non-profit corporation ΝY this NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JULY 4-1934 CONSENDED THEY GENERAL THIS TO LARGE CAS NOTARY FUELIC STATE OF HORIDA AT LARGE Commission Expires: Commission Commission AOE. OF OF FLORIDA FLORIDA F PINELLAS FLORIDA The PINELLAS, The the foregoing instrument was acknowledged before meday of Suplant by 1982, by Louis E. StolbA as President and Secretary, respecsir. PETERSBURG CORPORN'TH SERVICES, INC., as Agent of BREEZEWAY VILLAS, INC., a Florida corporation. the foregoing instrument was a day of Saptomber, 1972, of BREEZEWAY VILLAS, INC., Expires: Expires: α was acknow 1972, by by RICHARD NC., a Florida Notary Notary acknowledged

by MORT ST

a Florida no Public Public STUPP, as non-profit before p mе me 1

RESOLUTION AMENDING THE BREEZEWAY VILLAS, OF ARTICLES INC. OF. INCORPORATION

special meeting duly held on the 4th day of March, 1983, a the hour of 10:00 a.m. adopted and approved an amendment o the Articles of Incorporation of this corporation amending Article III, subparagraph C of said Articles, and deleting the second paragraph of said subparagraph C, to read as follows: WHEREAS, the members eting duly held on the of this Associat rch, 1983, amendment ion,

of the shall Assoc as the as the Developer may name shall be the corporation who shall be the of the corporation. The members shall have the right to have the Association transferred to them i with Florida Statute §718.301." C. Initially, ially, such three (), ay name shall be the member.
so shall be the sole voting member.
The members of the Association
have the control of the
" in accordance W

Amendment of the the directors, and Articles shall be NOW, THEREFORE, he Articles and that Ar amended E, BE IT RESOLVED, (es of Incorporation Article III, subpar tο read a S

DATED this ____ day of March, 1983.

Donald D. Kriseman Director and President

Richard Eaton
Director and Secretary

Mort Stupp Director and Vice President

STATE OF FLORIDA COUNTY OF PINELLAS

REFORE ME, personally appeared DONALD D. RECHARD EATON and MORT STUPP, President, Secretary President, respectively, of BREEZEWAY VILLAS, INC., non-profit corporation, who, after being by me firs sworn, depose and say that the above and foregoing and correct copy of a Resolution duly adopted by the special meeting of the members of said corporation, the 4th day of March, 1983. corporation, by me first them rs P and KRISEMAN, held D duly a Florida Vice true

Donald D. Kriseman

Richard Eaton

Mort Stupp

Q, 0 h Mar WORN 198 TO 983 and subscribed before me this

BY-LAWS

Florida non-stock, BREEZEWAY VILLAS membership corporation INC

ARTICLE 1

GENERAL

71° 11º be Section 1. BREEZEWAY NAME. VILLAS, The name INC., O O f corporation the corporation not for

Treasure Island place as may Directors. Off the corporation Island, J Section n 2. PRINCIPAL OFFICE. The ion shall be 450 Treasure Pinellas County, Florida, e subsequently designated Treasure, Florida, The or at : by the s principal Island Cau such other e Board of Causeway, office

"Corporation" shall be the equivalent of "Ass defined in the Declaration of Condominium (VILLAS, A CONDOMINIUM, and all other words as shall have the same definitions as attributed to aforesaid Declaration of Condominium. used herein, the t t of "Association" Association" as m of BREEZEWAY as used herein to them in the term

Florida, document within these Act, Ch amended by the recordation of an amendment in the Records of Pinellas County, Florida, unless the amenthe condominium laws of the State of Florida and condominium documents in which event said amendment deemed to act as a prospective amendment from the date of said statute change. other Declaration these of to By-Laws are Chapter 718, By-Laws are established pursuant to thapter 718, Florida Statutes, effective ese By-Laws, as amended to the recoration of Condominium and in the event amendments to the condominium laws of a, said amendments shall not be deemed nt unless the condominium documents ar By-Laws Section on 4. IDENTITY. being the By-Laws are established p of That BREEZEWAY recordation in O.F are the addition to there VILLAS there are any the State of to amend this specifically in the Public amendment to a amends all lment shall to the ILLAS, INC., Condominium of the date effecti shall 0f the

ARTICLE IJ

DIRECTORS

each direction (1) year, qualify. shall The d tors also than directors elected as be members, thereal Within the limits al members, thereafter thin the limits above all be determined by the directors shall be elected by the director shall be elected by th Section 1. NUMBER AND TERM. The number which shall constitute the whole Board of known as the Board of Administration, shall three (3) nor more than seven (7). Until hereinafter Jul succe Lued, directors n directors n specified, the number of directors n by the members at the annual se elected as hereinafth e elected to serve elected and ter provided, and rothe term of one elected and shall annual meeti number g of Directors, ll not be less succeeded by 0 f need not direc

of an otherwise, retirement, dis ise, a majority director Section n 2. VACANCY AND REPLACEMENT. becomes vacant by reason of t, disqualification, removal ority of the remaining direct. directors death, resig though the office resignaless

than a quorum, at for this purpose, office for the u vacancy occurred. t a special meeting , shall choose a : unexpired term in בי ה ng of directors successor who in respect to who đuly which shall called hold such

continue to his membersh reason whate special members Percent as agreement removed pecial meeting of the unit owners to recall a member or embers of the board of administration may be called by Tenercent (10%) of the unit owners giving notice of the meeting required for a meeting of unit owners, and the notice hall state the purpose of the meeting. No directors shall ontinue to serve on the Board if, during his term of office, is membership in the corporation shall be terminated for any eason whatsoever. from om office with or h or without cause by a majority of all unit recalled the vote vote and 20

Directors shall consist of: DONALD D. KRISEMAN, RICHARD EATON and MORTON STUPP, 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 individuals that are selected by the Developer shall be the directors of the Association and shall be the sole voting members of the corporation. The members of the Association shall have the right to have the control of the Association transferred to them in accordance with the laws of the State of Florida, including rules and regulations which may from time to time be applicable.

directors are The foregoing sha shall as govern the manner in hereinafter provided: which

- to elect Directors. per con (a) When apartment owners other than the Develown fifteen percent (15%) or more of the apartments of condominium apartments that will be operated ultimately the Association, the apartment owners other than the Develor shall be entitled to elect one-third (1/3) of the member shall be entitled to elect one-third of the member shall be entitled to elect one-third (1/3) of the member shall be entitled to elect two-thirds (2/3) of the members of the Board Developer e members entitled Board of ately by Develo-
- Developer : members to per have been clc minium apartments Association, or th shall Board hat the will (b) Apartment owners other than the Developer be entitled to elect a majority of the members of the of Directors three (3) years after sales by the Developer of Directors three (3) years after sales by the Developer on apartments that will be operated ultimately by the iation, or three (3) months after sales have been closed be Developer on ninety percent (90%) of the apartments will be operated ultimately by the Association. The oper shall be entitled to elect the balance of the contract of Directors.
- units in business, member to in the the <u>C</u> the condominum for sale Developer shall be Board of Directors. So long as condominum for the Developer in the ordinary centitled to elect holds 5 course one of the of
- than for t given 0 f than of the Board of shall call, and (d) Within sixty (60) days after unit owners n the Developer are entitled to elect a member or the Board of Directors of the Association, the Association, the Association, and give not less than thirty (30) days not forty (40) days notice of a meeting of the unit this purpose. Such meeting may be called and the en by any unit owner if the Association fails to do owners Association nor members owners notice

- Section 5. POWERS. The proper the corporation shall be managed by the B who may exercise all corporate powers prohibited by statute, the Certificate of the Declaration to which these By-Laws a powers of the Board of Directors shall spebut not be limited to, the following items: following items: powers property a the Board s are attached. specifically in of Incorporation, or not and of specifically include
- than quarterly in amour vide funds in advance deurrent operating expenting expenses the time previously (a) within in amounts no advance for pay ance for payment expenses and for against which make incurred. and payment unit less collect owners than of a of al1 all o same assessments of not e required to pro-of the anticipated the ıs less unpaid due. and frequent d estab-Assessopera ΥŢ
- lected, to condominium required to unit owners, ments. owners to (b)
 maintain, care
 n property, except to
 be maintained, comparts
 reding asset assessment and for cared for those and expend portions for preserve and and preserved by t the assessments better colare the terand
- referred to "" above. in To the purchase maintenance the necess care ary and equipment preservat and cion
- necessary and possible in preservation. and with as I connection (d) with To enter little n with into inconvenience such mainte and maintenance noqu ţo the the uni O owner ts as and
- against against as the I minium (e) To insure an property in the manner st loss from fire and/or other public liability and to property is board of Directors may decided. Board property in loss from f other co purchase such deem advisable. and set casualty, chase such keep forth insured in the and other Declaration unit owners insurance U aid condo
- or and otherwise, ab e unit owners d conditions o abate nuisances and is for violation of of the Declaration (f) collect delinguent these enjoin in or seek By-Laws a assessments sments by k damages and the t s from terms
- workmen, j equipment, the forego Said powers solely with manager in connection with the the the hous approval 1 maintenance renegotiate amendments, Contract ma connection with contractor building and O assess purpose sable, foregoing generally Associat manager, may be changed s for sur janitors to 20 D fee the the 0£ (g) To emp maintenance r, who shall related fac ion, for enter items wereases or alterations in the changed by order of the Board of ion, and they shall have fure any increases necessary in the and when and if they are maintaining the such who shall maintain, service contractor related facilities, and to manager such now. tο such maintaining condominium approving such i Board of Directors condominium unit ow and h changes, a and gardners r into contra have 9 for the contracts other if they deem i he high quality alterations, e powers matters hereinabove set and increases services and ۲. to contract connection does and/or madelegate etc. þ. shall deemed advisable and/or of full with, Of necessary for supplies n with anv the necessary Any Directors require ny changes, Management irectors of manage To power apartment monthly sary for any employ les and forth vested re the deeme such of in

act of a majority of which there is a que Directors, except as by statute or here By-Laws budget funds and ma Directors, tr called by the Director. Spor Secretary written reque meeting ment at busines ously unit c elected
adjournn
vided a
as may Directors shall be held meeting and immediately to a for services. ournment ma y fortythe required aintain f for Ø the be quorum shar etary in a request of Section v. Section at all me occupancy If a quorum , the Direct accordance Directors Section shall the Section 7. practicable. The shall be held at Special meetings shall y in a like manner an meeting ection -eight except and the of t time funds (i) (h) (g) (f) (e) (d) (c) 9 (a) to (c) (d) meetings President (a) 3 shall notices ht (48) l ept in ar y tas may be otherwise specifically provided by the Certificate of Incorporation or the Juorum shall not be present in any meeting Directors present thereat may adjourn the to time without notice other than announcing until a quorum shall be present. receive iscal year the of e meetings at which they were all then be present, or as cable. The annual meeting cable the gradual at the place of the gradual meeting Adjournment Readings last meet members Of Original Unfinished business. Cons quorum Reports Report three (3) D 6. Resignations Roll call Λt Meetings of for shall be necessary a for the transaction of the Directors present To The Special ANNUAL the all an emergency. MEETINGS s of meetings shall be po hours in advance for th ideration make meeting. COMPENSATION. ORDER of th after reserve manner and on like notice (3) Directors, provided Section 7(b) hereinabove. be . nogu of officers and first condominium shall of meetings resolutions shall Of that shall the BUDGET. reasonable Committees meetings common the five the OF and elections be meeting Board shall 0f shall be pre adjournment minutes present the act 50 or OF (5) The form communications called by the President on like notice upon the parcels. The held of include specifically Directors or compensation the and act / rules days' Of form employees and of Board a S new business the were be. business, Board, were elected, pro-is soon thereafter g of the Board of general members' each immed posted conspicuthe attention of and the Of. 0f and sufficient siness, and notice as any meeting the be The nediately unediately unediately unediately under the elected, property of the elected the may same. 20 the Board follows: ç estimated regulat e upon notice announce Board order off for provide provided adopt majorit to annual may their these newly each the ions nogu the is the of of -O

budget for the final "A". A c Florida mail at herein provided, BREEZEWAY than adopted budge any fiscal or be on thirty (30) days prior to the meeting at considered, together with a notice of that opted budget requires assessment against the fiscal or calendar year exceeding 115% of emergency. A copy of the proposed estimated operating get for BREEZEWAY VILLAS, A CONDOMINIUM, upon conclusion of final phase as contemplated is attached hereto as Exhibit.

A copy of the proposed estimated operating budget for thirty until Statutes. A the address irty (30) day phase as cocopy of the VILLAS, A C the the proposed estimated op, A CONDOMINIUM - Phase I, addition of subsequent p is attached hereto as Exhi copy of t conformance the unit 0f the the by the Board in case of a proposed es Budget with to amended noqu each unit ent phase Exhibit " Chapter shall ard of Directors
of any immediate
estimated opera operating I, as will written application assessment the meeting.
e unit ow be the "B" owner delivered it owners in assessments phases be it is g. If not r. get for appliles need from made S

calendar of the co of the corporation shall financial statement in c Florida Condominium Law, year Within 00 an sixty n annual basis to shall mail to the tin compliance we have, Chapter 71 718. with fol the each Board h unit lowing ing the end of the rd of Administration it owner a complete requirements of the

ARTICLE

OFFICERS

elected an be united Officers o also be the Secretary corporation. If the Bothan one Vice-President. annually by said Board. And annually by said Board. And the did in one person, except that the Section of + Treasurer corpor Board and EXECUTIVE cation sha Secretary, SO determines, OFFICERS. all l of whom shall o of said offices President shall a President, Videof whom shall there Secretary may be executive 0f Vice. more may not be

perform said Boa may of Dire the deem ctors Board. Board of I Section 2. Arrusts may appoint such connecessary, who shall from the such connectors, from APPOINTIVE such other shall hold time other and to doffice during have such aut to time may be p officers OFFICERS. authority, e prescribed The agents the Board pleasure as and

none the bers Board. first of shall whom, meeting l elect Section excepting 3. ELECTION. The Board after such annual meeting a President, a Secretary repting the President, need and of 0f be general Directors D D Treasurer, member of mem-

by the aff Directors. shall h qualify the Boar Board hold rd of Directors affirmative vote in their stead. ection office until . may e of Any o their successors Ø e removed majority The officers elected for the wh Of or are whole the appointed chosen corporation any t Board time d of and Λq

Section U THE PRESIDENT

all standing of management of the that all orders effect. officer of the members he corporation; he rs and directors; seg committees; shalf the business of the corporations (a) The President shall of the he shall of shall corporation, an shall be preside be e× the de at al: officio and carried a11 and and active shall see executive l meetings member

other contrac corporation, e by law to be the signing a gated of the the signing and d by the Boa (b) contracts by the Board corporation. (b) He sha acts requiring except where t otherwise execution of Directors shall ing a signed the thereof same seal execute and • are shall executed executed and except shall be expressly other officers or under bonds, the required cuted and mortg seal 9 age ages, and l of the permitted agents delewhere

Section 6 THE SECRETARY

- the min on shall members one member be or ط ح ا more books available f al1 meet (a) reasonable ings for The and provided Secretary
 of the B inspection by times. the for Board shall that unit owne Of keep the m owners ne minutes of cors' meetings such minutes ers and Board
- seal, these the execution ecords seal By-Laws. S. and duly o£ of of (b) the the corporati authorized the seal He ation is affixed to behalf of the constant of shall ij accordance be custodian with the pro al1 and of documents, ion, under shall the provisions corporate see that the its
- given in required in Уd (c) law. He shall with the the see provisions that all of notices these By-Laws are duly S
- office addres the Secretary addresses retary by (d) such of He each member. shall keep which B register shall be Of furnished to
- as incidental the ime Board to to (e) the time may be assigned of Directors. In general he shall to and suc' him Уd the m all duties other duties the President

Section 7.

- Directors, able such corporation effects in reasurer shall k reasurer shall k and disbursements i rects in and shall deposit all months h depositories as may how rs, the Articles of as may be designated by the sof Incorporation and the keep ij books full the belonging d other va By-Laws corporation Board accurat valu-
- they may require Treasurer and of tion. corporation for such di disbursements 25 the ordered e regular it, an a the fina an account and Ьy account meetings of a the Board, t shall render disburse conditions a11 taking proper the he Board, or whenever his transactions as ons of the corporathe funds President vouchers dent and
- books, kind in of bis bond the Boards office, his death, read paper, Board, the he sum d, for and the (c) d the restora belonging and the He nd with one or more sureties he faithful performance of trestoration to the corporat may with money o be or required r removal the other corporation. to from corporation, office, erty of the the satisfac he duties corporation satisfactory e duties of , of all whatever of . 'n
- Treasurer, or resignation, Directors, by of Section 20 one or one or more, becdisqualification a majority vote the n 8. VACANCIES. If the office President, Vice-President, e or more, becomes vacant by resqualification or otherwise, majority vote of the whole Boar Vice-President, office by reason of death, ise, the remaining Board of Directors Secretary of

provided f successors for who בי shall hold these By-Laws d office for may the unexpired term. K or

be made in writing, and to take ef s receipt by the corporation, unless resignation, and then from that dan resignation shall not be required to Section 9. n his w be required RESIGNATIONS office at a at any time, take effect date. The acceptant on make it effective. some from the Director such acceptance the resignation
the time of
be fixed in
cceptance of her

ARTICLE IV

MEMBERSHIP

no stock shall be r no more than forty-two (42) members Section <u>بر</u> NON-STOCK MEMBERSHIP corporation.mbers of this corporashall 0

membership shall tion, and notice of the corporatio feree by the Programmer of the p of the interest transfers sh Declaration. . 1on may and notice of acceptance of such transferee as a member se corporation shall be given in writing to such transber by the President and Secretary of the corporation. If the corporation in such instance, shall automatically no longer member of the corporation. Membership in the corporament be transferred only as an incident to the transfer he transferor's condominium parcel and his undivided est in the common elements of the condominium, and such fers shall be subject to the procedures set forth in the Section bе 2 made TRANSFER only on OF the MEMBERSHIP. books Of. the Transfers corpor

by the owner or owners, as recorded in the condent of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium owning the majority interests in such single condominium condominium written, sworn statement filed with the

shall co shall be An owner or collectively be be cast by the vo voting member. owners of entitled to è single one (l (1) vote, which vote, parcel h vote

meeting filed a minium may person members þe parcel which he or y the Secretary may a written statement 92 designated a t entity owning There one time shall as ø not or more the voting t be to it owns. Prior require if said that than more nore than forty-two ach may cast one (1) han one (1) condoming member for each effect. r to the unit own one (1) vote. A condominium parcel each such condoowner membership (42) voting

provided title to title to the unit. In the one person, all of the one entitled collectively to one management of the affairs that membership membership may the event only owners shall be whers of such member nly one (1) voice or of the corporation be owned ned by held 'n more membership the 20 18 than same .ballot in acc H. more accordance shall be in the manner than

with t divided the be Declaration tween plural of owners Condominium vners of a s ď single and the membership. vote may not be

owner of subject e time who and such and such subject t entity o shall to natural to the pr D Section condominium be entitled to occupy the al person shall be a member procedures set forth in the shall designate be entitled to 4 parcel AS J. natural OWNER not ğ persons natural O.F Declaration. condominium from time parcel, the

ARTICLE V

MEETING OF MEMBERSHIP

tors in th meeting, members members their the the annual whose Section 1. Section 1. Once in each calendar year and such me once in each calendar year and such me noutless the By-Laws shall be election at another meeting, the annual election at another members of the letime of the election of members of the letime of the By-Laws s of the s of the of the Board shall expire, the upon the election of their successions. aws setting the Board forth the owners some shall the meeting rs shall meet at meeting shall be hall provide for al meeting shall a Board of Directe of a provision or of terms all of the erms of all the annual

membership any other p p shall place a Section 20 be 2. PLACE. All meetings of the cope held at the office of the corpora may be stated in the written notice. the corporat ate

members (cally by prepared kept for the office sonable office of the Уd before every apartment by the Se any said Section time. the Secretary. Suid ten (10) days a of the corporation member throughout to vote at said t units with the ω election throughout MEMBERSHIP Of Such and Directors, a said election, and such residence of each list shall be plushed throughout the additional shall be open LIST time, **D** At open or a complete list of arranged numerieach, at produced . to examina-any other shall be and

sooner III of ing of O.f the the first election r callable in accord Section lable in accordance with the Articles of Incorporation. 4 of the co 0f corporation MEETING the Board oard of Directors, the provisions of shall The first be held annual one one year , unless Article meet.

the anniversary date legal holiday, and i secular day following. Subsequent i f regular O.f Ø the fire legal holiday, annual meetings meeting, shall be the held not 0

Section 5. SPECIAL MEETINGS.

- purpose o or by the President at th bers. the p the s. Such request shall proposed meeting. the or purposes, un e Articles of and shall be equest, in writ Special unless Incorporation, called by the of to meetings otherwise by t the President of the purpose or of may prescribed the be member called or of purposes Уd Secretary for any statute by the mem-
- Section be (d) S in set Written no accordance forth nce with the notice of the a special provisions D meeting of of Article

ings s shall of. be (c) confined Business to the transacted subjects a t at all stated special in the meet-notice

revocable executed t members, entitled only be o period first m thereof. meeting longer to valid the every at Section proxy. vote vote in person or by proxy. Sulf for such meeting or subsequent In no event shall any proxy than ninety (90) days after the for which it was given. Every any time at the pleasure of the for such meeti member 9 RIGHT TO TO the ¥ф subsequent adjourner any proxy be valid right any to Such proxy uch proxy adjourned vote valid owner shall shall Of for of the ll be shall meet the be who

meeting, unies, provision of the Condominium, the Al provision question. vote writ tten proxy s ting, unless vision of t of quorum is the Section shall members shall decide a..., s the question is one upon wnic., s the florida Statutes, the Declarat the Florida Statutes, the Declarat he Articles of Incorporation, or these I is required, in which case, such shall s the the present at present VOTE any question on is one ... any REQUIRED meeting, OT the or which, by express, e Declaration of or these By-Laws, TRANSACT majority represented such before of s by.

proxy she from the therein ness may be transacted which might have been transacted at the meeting originally called. Unit owners shall be allowed to vote by proxy pursuant to Section 718.112, Florida Statutes, effective as of the date of the recordation of the Declaration of Condominium of BREEZEWAY VILLAS, A CONDOMINIUM. Each proxy must be executed in writing by the member of the corporation, or his duly authorized attorney-in-fact. No proxy shall be valid after the expiration of ninety (90) days from the date of its execution unless it shall have spaceficated. other be pr which quorum shall not be present or represent members, the members entitled to person or represented by written presented adjourn the meeting from time other than announcement at the meet statute, total present represented l constitute a quorum at transaction of business, ute, by the Articles of number its duration. the quorum Section 8. Declaration 9 of represented. shall be pr of business, Articles of Callaration of Callaration Уd members written QUORUM ted. At such a presented or rewhich of f Incorporation, by Condominium. If, or represented at proxy Condominium. the all except Fifty-one Fifty-one percent (51%) corporation present in y ametings of the meetings of the the proxy, shall have theme to time, without eeting, until a quoru to vote shall be or represented, until a quorum shal adjourned meeting d at any thereat, at, requisite these By-Laws however meeting at , any busimembers provided meeting present the to of person power for in 0

of memb and action these By-Laws, connection members vote meeting being 0 f 0f the Section members may be di have been entitled y were held shall taken with any action of the corporation, the meet members may be dispensed with if all of were held shall consolidation. meeting: 9 WAIVER ng is r required or po the Articles ation of Cond AND CONSENT. Whenever taken proing the if

ARTICLE VI

NOTICES

MEETING Section The met method of calling METHOD and 0 summoning the uni

Declaration Florida. unit quire waiving deemed notice. meeting. certified conspicuous the to ssemble without owner ner in advance of the meeting, and the positioning at icuous place on the condominium property of a notice meeting at least fourteen (14) days prior to said meeting at least fourteen (14) days prior to said ed mail to each unit owner, which mailing shall be notice. The foregoing requirements as to meetings are be construed, however, to prevent unit owners from notice of meetings or from acting by written agreetingular meetings, as provided in these By-Laws, the tion of Condominium, or the laws of the State of be construed, notice of med meeting at meetings, including (14) days annual meetings, s tten notice rs from notice said each be are re at

statement disclose t Notice are to persons time sta By-Laws, rsons entitled to such ... me stated herein, shall be deemed the against undice of any meeting where assessments against under to be considered for any reason shall contain a catement that assessments will be considered a nature of any such assessments. notice Statute Section e or the Articles waiver thereof in 18 required 2. ired to be given under the provisions e Articles of Incorporation or of the thereof in writing signed by the person such notice, whether before or after the shall be deemed the equivalent thereof. a specific enever ons of these the

FINANCES

begin Direct at any rectors is any time the ı. Section first d for rst day of January of each year. The expressly authorized to change this or the convenience of the corporation. The Bo fiscal ear shall Board of year

persons as designate. money the 20 and following or by such on as the B notes of Section officer or Board 2. the e corporation shall be sicers: President, Seccer or officers or such of Director Directors checks thecks or two local be signed by any two secretary or Treas-r such other person or time

ARTICLE VIII

thereon year of profit. thereof the name its organ seid se ţ The be name of the corporation, the word "Floricorganization, and the words "corporation aid seal may be used by causing it or a few be impressed, affixed, reproduced or otherw Seal of the corporation shall have otherwise. "Florida, facsimile inscribed ida," the not for the

ARTICLE IX

HOUSE RULES

Laws, the following I with such additional after adopted by the B of the condominium un conduct of all resident LI addition residents ig house rules al rules and rece Board of Direc units located dents thereof: to the rules and regulations, and regulations as may keep of Directors, shall govern ocated on the property, other and requisions Of be together and the hereuse

dential purposes (a) The only. condominium units shall be used for resi-

- their premises a nuisance to ous to the rothe reputation of the es s in any other ow r. Owners manner shall Or property. which not such use would a way be permit as disturbing Ç the be e injur use or of be
- O O sistent as such (c) with does existing law a not constitute The use of the and Q these nuisan condominium ance restrictions units shall, and be so con-
- use 9 for (b) any commercial Condominium units use whatsoever. may not be used for business
- litt Œ red, (e) (defaced Common 0 misused in a any shall manner not be obstructed,
- made tors ij any unit, (f)No structural changes or alterations except upon approval of the Board structural changes s shall be of Direc-
- tion. The they determined assigned allocations determine The to ions designated from time
 Board of Directors the units. be ø need, be change from time ţο used time the r n by the A to time, parking to accordance with by the Associaspaces should
- and those of their the Declaration of Laws are followed. Developer or the individual action Declaration of sare followed. of (h) their Owners 0f guests, Management Conference Condominium, It shall not Ήt are responsible and Contractor to supervise shall be hall insure Management be the resp for responsibility their that the Contract OWD rules and actions 0f the By-

ARTICLE X

DEFAULT

and convey the sam corporation may, t acting in behalf Manager a behalf the lo the losing litigant sthereof, together with appeals. acting parcel and cor charges within payment of the required monies in the same fash, gage liens are foreclosed. The corporation shall to the appointment of a Receiver if it so requoration shall have the right to bid on the owner suit of the thirty (30) days after the on its own behalf or the acting or at acting on benarance encumbering the control of the required Ø Section to foreclosure sale ne same. In lieu corporation recover n 1. CHARGES condominium p through of the have shall the þ D n against a 11 pay the reasonable a money judgment against a coma or through the condominium parcel monies in the same O.f and AND foreclosure and of Direc to bid on to acquire, to corporation, ASSESSMENTS o be paid to due date, the the Board of D prevailing attorney's condominium does Directors, or in its o not brought fashion as shall be ent created by non-fashion as mort-shall be entitled of m parcel owner, party's costs fee, including hold, morto requests. pay to may H Directors own corporation condominium bу the foreclose mortgage behal manager behalf, the The

then at the time membership shall to the purchaser due the owner said the of a the corporation d owner in Ħ condominium an at action of be the and such sale, cancelled and of foreclosure to S parcel foreclosure a result such and for the for the non-payment (sult thereof, the information parcel the condominium parcel membership sale S brought m parcel over shall be interest against of is sold, monies issued of

age fees a bishing of remaining shall deduce monthly assobringing continging continging continging continging continging the state of the shall deduce monthly associated assoc minium pa unit for not shall be in be und charges
und charges
und charges
che foreclosure
a s fees, and any and a
e of the condominium parce
e limited to, adver+;
g of ++ be returned question. deduct parcel sale after expenses necessary the Ãq and at condominium parcer deducting the ned to the former corporation ts and cnaryew,
foreclosure suit, including and any and all expenses incurre ndominium parcel, which shall incompanded and estationses necessary for the repairing a forminium parcel in question. A reason of such time foreclosure, all ಜ a sale sums of money the owner it sha 15 ner of shall on. All monies ems of expenses condominium parincurred incurred consummated, estate include, due reasonable
red in the
nclude, but
ate brokerand refurthe c in L L condosaid , it for the

DECLARATION. the enabling above or may behalf, ration or may 20 ove enumerated, or a deem enabling Declaration of on or restrictions and hereafter be consti enforce appropriate. Sect bring tion 2. In the the documents just herein-s or take all such courses such other legal remedy it CONDOMINIUM violation st herein-Incorpo-OWD Mon

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prevailing party attorney's fee, minium parcel, f parcels minium u those al1 times to operate monies due and o unit pility of the other equally adequate intent of all owners of condom corporation a method of procedure es due and of to preserve tree from un In the event legal ac parcel owner, the los party's costs thereof, fee, nuisance, rable to the foregoing provisions nuisance, regardless , including for himself, refault and regardless of the equally adequate legal procedures. a method of procedure which will enable it and owing it from owners of condominium serve each owner's right to enjoy his condominium unreasonable restraint and nuisarr appeals. losing heirs, action tion is browsing litigant together wit Each successors and assigns elating to default owner o brought with gnt against shall pav t against a ll pay the reasonable f a condo-

LIABILITY HZ EXCESS OF INSURANCE COVERAGE

exposed ting it are of the eright to In any legal and to liability in a and the unit owne e exposure to the intervene and defend. y in excess of insurance coverage powners, the Association shall give the liability and they shall ha action בָּ which the e Association may be coverage protect-

owner Associat O ation at r easonable copy shall O H be times each made insurance available policy obtained for inspection obtained Уď ЬУ the

ARTICLE IIX

REGISTERS

maintain a re and addresses Section register of members. 'n The the Secretary corporate of the office 0f showing Corpor at ion the name

charge a fee i sale, lease or Association's This expense, expense, if any share Section 20 ב sublease connection any, shall be paid by the N in the Association with the ap the amount of \$50.00 to and services in regard shall have seller or lessor. the transfer, thereto.

minium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of these By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgec register of or mortgagee. the ω recording or The corporation pledged or mortgaged shall maintain a suit-condo-

ARTICLE XIII

SURRENDER

ship and of any other per right of the owned unit to and tear and the corporati 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. In Of person or the member person or persons in possession by the member shall promptly quit and to the corporation in and the the event the legal termination or n of a member through the 20

ARTICLE XIV

ARBITRATION

operation of the tion, its agents to arbitration pu he event of internal disputes arising from the condominium among unit owners, this Associates and/or assigns may be voluntarily submitted pursuant to Florida Statutes, §718.112(4).

ARTICLE XV

AMENDMENT OF BY-LAWS

walid unless ment to the D given in a aforesaid amended or any regular fourths (3) provided unless rided that notice of said membership meeting in accordance with these By-Laws and that the resaid contained a full statement of the proper dunless set forth or annexed to a duly record to the Declaration of Condominium. Incorporation rided that no regular or special meeting of the members of alternation repealed unless specifically prohibited herein, regular or special meeting of the members of a throths (3/4ths) vote of all members of the corporations a contrary vote is required pursuant to the Artici Incorporation or the Declaration of factors ideal throthe the corporation, nt to the Articles Condominium, and meeting proposed amend-e By-Laws shall be y recorded amena

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 or become unenforceable at law or in equity, the reprovisions of this instrument, shall, nevertheless, remain in full force and effect. ed be void remaining s, be and

The WAY VILLAS, day of foregoing were INC., by its adopted Board of the By-Laws Directors, of BREEZE-on this

Secretary

PROPOSED OPERATING BUDGET

BREEZEWAY VILLAS, A CONDOMINIUM 42 Units

2 . 4

### Stor the Association Stor the Association		ų.	٠.	.	•	H 1	,	Ф •		<u>م</u>	ů	٥.		<u>م</u>	EXPEN and	Propose	
\$ 2,431.59 \$29,179. 75.00 180. 15.00 180. 150. 150. 315.00 3,780. 250.00 3,000. 175.00 1,512. 10.00 1,512. 10.00 1,512. 10.00 1,200. 252.00 1,200. 252.00 3,024.0 162.34 1,948.0 28.00 336.0. 28.00 336.0. 28.00 336.0. 28.00 336.0. 28.00 336.0. 28.00 336.0. 28.00 336.0. 28.00 336.0. 28.00 336.0. 29,431.59 \$29,179.00	Painting Paving/Resurfacing Roof Replacement Plumbing	erves	capital ions)	upon leased	upon Association propert	for recreational and othe only used facilities	Electric Water and S Sanitation Cable/TV Insurance	Expenses	Lawn/ Pool Exter Light	O	al fee to D Sales and	fee (\$7.50 X 42 units	Accounting Office Expense Licenses	tration of the	for the Associat ndominium	Budget	
3,780. 1,512. 1,512. 1,512. 1,200. 1,200. 1,200. 1,200. 1,200. 3,024. 1,948.	28.00 28.00 28.00 28.00 28.00		ŀ	ļ	1	·	125.00 800.00 100.00 252.00 162.34	٠	250.00 75.00 126.00 10.00		. 7	5.0	75.00 15.00 12.50			2,431.5	Monthly
	33 33 33 33		1	}		1	1,500.00 9,600.00 1,200.00 3,024.00 1,948.00		3,000.00 900.00 1,512.00 120.00		 	,780.0	900.00 180.00 150.00			9,179.	Yearly

NOTES:

- -In Pinellas County, Florida, real estate taxes are assessed proportionately to unit owners individually as part of their individual unit tax assessment.
- 2. Air conditioning units are owned by unit owner and therefore are not a responsibility of the Association. each

EXHIBIT "A"

- 1. The Budget is predicated upon the construction of 42 units for the first year determined from the date of filing the Declaration of Condominium, with its included attachments, exhibits and schedules thereto. It is an estimate derived from the best available management knowledge and experience and the Developer assumes no liability for the accuracy of the projection. Although various categories may be high or low, the overall cash required is estimated to be reasonably accurate anowithin accepted tolerances. No representation is made to the amount or frequency of future cost increases for any item of the Budget. and the
- 2. Developer had of maintenance expenses for than the fourth calendar maintenance of the purchase and occurs. has chosen to be exempt from the payment for a period of time ending not later r month following the month in which the and sale of the first condominium unit *.
- one year produced from the pay one any amount by the unit or from the The owners he Developer guarantees and obligates itself to of common expenses incurred during the period o he effective date of the Management Contract no assessments at the guaranteed level receivable Developer d of

Phase II Phase IV Phase V Phase V	1, 2, 3, 4, 5, 6 7, 8, 9 10,11,12 13,14,15 16,17,18 19,20,21, 22,23,24 25,26,27 28,29,30	# Fee Per Unit \$57.86 \$57.86 \$57.86 \$57.86	Totals \$347.16 \$347.16 \$347.16 \$347.16 \$347.16	Annual <u>Totals</u> \$4,165.92 \$4,165.92 \$4,165.92 \$4,165.92 \$4,165.92
11	19,20,21, 22,23,24	\$57.86	\$347.16	\$4,16
i i	25,26,27 28,29,30	\$57.86	\$347.16	\$4,16
Phase VI	31,32,33	\$57.86	\$347.16	\$4,165.92
Phase VII	37,38,39 40,41,42	\$57.86	\$347.16	\$4,165.92
		±	\$ 2,430.12	\$29,161.44

mated common area charge for each unit, to be paid at the sidered as advance payment of regular assessment. The be used for working capital for unformation in the paid at the services. the the use a
ths estithe time
o be confund segre shall and o f

PROPOSED OPERATING BUDGET

BREEZEWAY VILLAS, A CONDOMINIUM Buildings 1 and 2 - 6 Units Phase I

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 Painting Paving/Resurfacing Roof Replacement Plumbing 	Reserves:	Operating capital (capital contributions)	Taxes upon leased areas	Taxes upon Association property	Rent for recreational and other commonly used facilities	 Electric Water and Sewer Sanitation Cable/TV Insurance 	Operating Expenses:	 Lawn/Landscaping Extermination/Pest Control Lighting 	Maintenance:	Annual fee to Division of Land Sales and Condominiums	Management fee (\$7.50 X 42 units)	 Accounting Office Expenses Licenses 	Administration of the Association	EXPENSES for the Association and Condominium	Proposed Budget Income	
4.00 4.00 4.00 4.00 \$ 338.75		!	ł	1	I	18.00 115.00 14.00 36.00 24.00		36.00 18.00 1.50		.25	45.00	11.00 2.00 2.50			\$ 338.75	Monthly
48.00 48.00 48.00 48.00 \$4,065.00		ļ	!	1	1	216.00 1,380.00 168.00 432.00 288.00		432.00 216.00 18.00		3.00	540.00	132.00 24.00 24.00			\$4,065.00	Yearly

x . . *

NOTES:

- ۲. In Pinellas County, Florida, real estate taxes are assessed proportionately to unit owners individually as part of their individual unit tax assessment.
- 2 Air conditioning units are owned by unit owner and therefore are not a responsibility of the Association. each

EXHIBIT "B"

- management
 liability f
 categories
 estimated t
 ances. No
 future cost cost It is an estimate utility of the population or low, the estimate the population of t to representation is increases for any The be high or low, the reasonably accurate Budget S s made to the y item of the predicated upon te derived from the overall and within accepted toler-amount or frequency of Budget. Developer assu the the construction best assumes available varius ired is no
- closing occurs. of m maintenance expenses for a period of in the fourth calendar month following sing of the purchase and sale of the Developer has chosen to be of exempt from the payment time ending not later the month in which the first condominium unit
- pay any a one year produced from the amount of from th by the unit ow the he assessments The effective date Developer at guarantees the of the Mar guaranteed and red during the Management Co obligates level the period Contract r receivable no 9,30

	Unit 4 Unit 5 Unit 6	Building 2:	Unit 1 Unit 2 Unit 3	Building 1:	PHASE I	3
		10				
	\$56.44 \$56.44 \$56.44		* \$ 5 5 5 5 5 5 5 5 5 5 5 5 6 5 6 5 6 5 6		9	Initial Monthly Fee Per Unit
	444		56.44 56.44 56.44			Mon Mon
						th1
\$338.64	\$169.32		\$169.32			y Monthly Totals
\$4,063.68	\$2,031.84		\$2,031.84			Annual Totals

closing.
sidered as
be used
services. mated gated account to be maintained benefit of the Association an common area charge for each unit, to ng. This is not a recurring charge ed as advance payment of regular asse sed for working capital for unfor Each be maintained unit shall be required by the Assoc amount charge and is r assessment. unforeseen e Association equal to to be paid at the and is not to pay two months The fund s expenditures y into a for the The f be con-und shall use time of

BREEZEWAY VILLAS, A CONDOMINIUM

AGREEMENT TO PURCHASE CONDOMINIUM APARTMENT

CASH at closing,19 \$\$	CASH as acknowledged above \$	1. BASIC apartm	RECEIVED of Receiver called the Buyer, the sum of \$
			to all

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ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES, SECTION 718.503, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT 1
PURCHASE PRICE MADE TO
SUANT TO THIS CONTRACT
BY THE DEVELOPER. IN EXCESS OF TEN PERCENT (10%) OF TH THE DEVELOPER PRIOR TO CLOSING PUR-MAY BE USED FOR CONSTRUCTION PURPOS PURPOSES THE

subject ţ Said deposit is the following received and held consideration. Йq the Seller*

chase the Unit (30) days subs mailing to Buy by Developer, Onit is not accepted by Developer on or subsequent to said date, by Developer on or Buyer a copy of this Agreement signed per, then thereafter Buyer may elect to s offer to purnor before thirty er delivering or ned and accepted to withdraw this

^{*} As used he Developer herein, er where the the term Seller context so requires may mean or permits

withdraw t Developer. drawal by per will Buyer, all sums be repaid to I If Developer this Upon such cancellation and term yer, all sums paid heretofore by repaid to Buyer forthwith u If Developer shall reject this d hereunder by Buyer shall be r Upon heretofore by forthwith u l reject this termination or wi by Buyer demand, ceptance by on or with-

npon

payments paid with notice of sums, the part sums, the p tions under shall have notice of rejection. Upon return to Buyer of all such the parties hereto shall be released from all obliga-under this Agreement and thereupon neither party hereto have any further liability to the other. s offer, returned to then en all Buyer

payments made shall prior to the Seller eq price, D O 3. Deposits. The initial dep made pursuant to this Agreement or to the closing of title, until r equals ten percent (10%) of held in an escrow account with: deposit or ent by Buyer ntil the amou the tot amount total | subsequent to Seller unt paid to

Louis 405 Pa Pasadena Av Petersburg, [F] • Stolba Avenue South 33707

pursuant Statutes, receipt f for to The Escrow Agent muthe deposit monies. must 0 f Section 7 st furnish 718.202(1), each Buyer Florid ₩ith

execution of this Contract by Seller. Buyer referred to as the perform all the following acts (herein referred to as the "Mortgage Loan Acts"); to use his best efforts to obtain the Mortgage Loan in good faith; to execute all necessary documents and disclose all information; to pay any and all costs, charges and expenses ("Mortgage Costs") in connection with the Mortgage Loan; to otherwise promptly and duly comply with all requests of Mortgage and/or Seller to apply for and close the Mortgage Loan; to take such actions as are reasonably necessary for the obtaining of the Mortgage Loan; and, where tions shall make execution S intends to pay for a obtaining a mortgage lending institution the Purchase Price se set for the Mortgage out lase Price set out in this Contract a out herein or at prevailing interese application for same within ten (of this Contract by Seller. Buy all the following acts /----5 Permanent ye loan ("Mortgage 1 ("Mortgagee") in set out in this Cor ש Loan. portion of the Provisions. Total Purchase Loan") from a interest amount rest rates, I (10) days of Buyer agrees: eferred to as at interest set bona Price forth of Buyer of the rates fide 5

shall constitute a default Seller to retain all sums paragraph 1 herein. the Mort under. Mortgage Buyer shall shall return paid to it he relieved of In the the the event Buye Loan Acts, fa shall notify shall event, turn any deposit monies it hereunder, whereupon d of all further rights a however, that Se t Buyer, ts, fails to seller however, that alify for the Mortgage tgage Loan Acts, sucl by Buyer hereunder paid hereunder as se having undertaken and s to qualify for the eller of this fact, whereupon the Mortgage Loan due to ron the parties heretos and obligations here-Seller ascertain together fact, such oan due to the such an event der entitling set forth in the whereupon with inperformed Mortgage

extend to sentative: ties. 5. and all to and d be obligatory successors and Time. Time is an essenti assigns upon the essential e heirs, of the herein part personal repre-respective parcontained of Agree-d shall

- Buyer rec documents: this Agreement received, Document Buyers ents: that examined prior Acknowledgment, Delivery and The Buyer acknowledges by e and to the execution read copies of of this the execution Receipt of ecution of Agreement following
- Incorporation (Association, Massociation, Massociation, Massociation, Massociation, Massociation, Massociation the estimated massociation the estimate knowledge and ethe accuracy of against separate pursuant including eparately provided accuracy of the profosionst documents documents, for the Condominium, timated monthly paymestimate is derived each to ç the ۲. ت Section 718 he exhibits Management each required (a) individual the the projection. thly payments for the s derived from the erience the owner by the Condominium BREEZEWAY The 718. Condominium Condominium .503 and required 503 condominium unit the de VILLAS, Documents. Pinellas for the apartment, the best available ivered 718.504, thereby, inc Declaration, Prospectus, and assumes full INC. County Estimated Developer Florida details taxes no and By-Laws including ble management liability for Tax together are Articles are concerning and which Stat Operating ility for assessed e billed 0£ among es of utes, Buyer the
- (d) Initial Rules and Regulations of Asso-

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- warrants that the purchase or a purchaser's personal use, without concerning rentals, rent return, tion, or investment potential or tion, by Seller, its agents, the second secon Buyer rchase of a condominium unit is made for use, without reliance on representations rent return, tax advantages, depreciafurther employees or acknowledges, other monetary or unit associates represents deprecia-financing for
- material will caus completed this Agree Seller an described acts but eller imited cannot cause Agreement. influencing (d) anticipates ed herein wil to, and no the provide later acts of e like said ter will the נם Buyer of God, string.
 ike in all events.
 d BREEZEWAY VILLAS,
 """ (2) years f than ·that fixed da be completed no fully understands and a BREEZEWAY VILLAS, A later than date construction for occupancy, uction such wars, from A C n any event CONDOMINIUM, the such as, but availability Ьy execution s aware that reason ller not 잆 of Off
- acknowledges tunder Florida tunity to exam Luyer, by signing ruorida Statutes 718.503 and 718.504 and to examine same and has been advised by the is anything that he does not understand the should seek legal counson. he understand documents and haded by Developer this 8 Agr required, oppor-er that e docu-
- tion of t abovechanges he the Purchase Buyer, rights of s or amendments may enumerated items inc Buyer or Condominium which do Suyer or the value of and such changes and liabilities of e Condominium Apart The may be mar including do not Apartment, the 20 the parties under the Agreement made understands and ade from time to g the exhibits to amendments unit materially and without shall shall affect the not the Declara-t the rights approval of not be in affect caus

any of the parties. Developer may from time to time written notice to the Buyer of changes or amendments to items enumerated in this paragraph. If the written no contains a change which materially affects the rights of Buyer or the value of the unit, such change shall be sidered approved unless the Buyer shall notify Developer writing within fifteen (15) days from receipt of the writing within fiftee reason for or termination parties. Deve revision) that ges alluded to the laws of the Developer in the written Agreement changes only pur ime be notice of the t_o nt by send conthe to

OPTION TO CANCEL AND TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS OF THE BUYER HAS NOT RECEIVED ALL OF THE BY THE BUYER, OR IF THE BUYER HAS NOT RECEIVED ALL OF THE ITEMS REQUIRED TO DELIVERED TO HIM BY THE DEVELOPER UNDER FLORIDA STATUTES SECTION 718.503, THEN AT ANY TIME PRIOR TO FIFTEEN (15) DAYS AFTER THE BUYER RECEIVED THE LAST OF THE ITEMS TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SAID SECTION 718.503 WHICHEVER SHALL BE THE LATTER DATE. THE BUYER'S RIGHT TO TERMINATE MUST BE EXERCISED, HOWEVER, PRIOR TO THE CLOSING. THE CONTRACT TIME FOR CLOSING MAY, AT THE OPTION OF THE BUYER, BE EXTENDED FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED THE LAST OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER

8. Modifications and Changes.

- such documents of the State under the laws of the State and maintain the Condominium. Seller the property or and maintain the Condominium as Seller, you and maintain the Condominium. Seller the property or make changes in any of such condominium over the property or mental authorities having jurisdiction over the property or any institutional lender or title insurance companies require or deem necessary, providing the changes do not materially alter the boundaries of BREEZEWAY VILLAS, a Condominium, alter the boundaries of BREEZEWAY VILLAS, a Condominium, alter the common elements, change or the common elements, change or the common elements. of Condominium hereby author record among change the size or the common elements, decrease Buyer's share in the Buyer's voting rights, decrease Busurplus or increase Buyer's share otherwise materially affect the right of BREEZEWAY VILLAS, a Condominium. by authorizes Seller, as Seller deems not among the public records of Pinellas Coudocuments and instruments as are required the laws of the State of Florida, in order ondominium wi oy authorizes (a) will be recorded prior to ses Seller, as Seller deem of common eres share in the crease Buyer's rease in the the common s of Buyer, o companies require do not materially s, a Condominium, the prejudice of s necessary, to County, Florida, lred to be filed closing. The expenses or the va Declaration to create change common govern-Buyer 20 to æ
- property shall be substantially similar to drawings shown to able modifications to the plans and specifications as it approximate. Also, Buyer acknowledges that unit dimensions are construction of the improvements on the property able or required by governments or omismit able or required by governments or omismit. changes de deviations required b ertain changes, required by go of the propert deemed necessa 9 governmental necessary omissions d by governmental property, or job necessary by the authorized authorities architect. Уd hereby Any changarchitect condominium and of t sions are course of the desirng jurisny design changes, itect or shown reason-s as it to

Buyer und condomini cabinets Unit, if turer and greater the pla may the unfurnished, and also ondominium plans vary substitution ter quality the plans and spans and spans and spans and spans and spans and spans are spans and spans are spans a understands and any, are
id subject
from any
s and spec ium and the unit, and appliances to any, are subject but will include the following appliances any samples th specifications that to shadings in color samples that may be sifications to Buyer h certain be to such furnished by D design change items and color Je by and or hor improvements Developer re by the r gradations, a Off of equal of specified of specified of specified of specified of specified sp paint, manufac for changes to led on tile sold anđ the on 20

Refrigerator Dishwasher Disposal

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- certain included items the apartments 6 for demonstration The model apartment(s) purposes that may are cont
- ccupied. (d) The unit has not been previously

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- to the title to the issued by a ti exceptions and conditi 9 of and he Closing and Ti at Developer's e Unit, an Owner title insurance title le insurance company authorized of Florida, subject to the st conditions contained therein a set er's expense at or Owner's Policy Co Title. forth. The Developer Commitment and prior standard n and the to will and Binder closing business d printed e further furnish
- general stamps a al warranty deed (
 affixed thereto)
 subject to the fo (a) Αt t the closing, Developer d (with required surtax to) an insurable fee simp following exceptions: simple t will documentary title to the convey bу
- contracts tion and t and this (i) exhibits Agreement, this Agreement. ಬ್ shall be rne provisions attached there and such d thereto, as d such regulations in force under of the and described Declarations De servi Declar Ce
- sale S. (ii) closed, Taxes ed, if for e year in which the
- having juriso prohibit use contemplated reserva record zoning Unit reservations, record or her ន្ត (iii) or hereafter gra or other restric jurisdiction may be by the of Conditions, eafter granted by receimposed by govern thereof, no f the Unit as a res Declaration. and limitations, ons regarding governmental residence other none Developer of matters restrictions g use of the l authorities which shall e by Buyer as and of Ft Mou of
- at the reques (iv) Liens t of 1 Buyer for work 10 materials furnished

10. Closing Date

Developer close unti fifteen until (15)to D. Buyer. (a) days temporary from Closing from the 20 no permanent he giving event sha shall ll take ving of shall E cer e place o f notice Buyer be rtificate on obligated to of occupancy to 20 close before Йq

issuance substanti Uni soq session whereby whereby Buyer will be allowed to unce of such certificate of occupantial completion of the Unit. Bession of the Unit. closing. occupancy s Buyer building will not y the Unit. The shall constitute containing be give

Except as to the Seller is obligated to make the inspection but becoming evident after result from hidden or latent condition have no responsibility, express or in the inspections or modifications to the sell the conditions or modifications to the conditions of the conditions of the conditions of the conditions to the conditions to the conditions to the conditions of the conditions to the conditions to the conditions of the conditions to the conditions of the conditions to the conditions of the conditions to the conditions to the conditions of the conditions to the condit price c Seller within a tion to closing repairs, corrections of appurtenances, and Condominium Unit, or appurtenances, and are herein specifically limited to those in Florida Statutes 718.203. material, according to the standard in Pinellas County, Florida lent in Ponstruction involved list is t to be agent of ar to list and ធា shall be any correct nor for signed reasonable and the nd present defects i ior impositio..

the items set fort..

igated to make repairs and

nd materials not apparent at the

nd but becoming evident after that date

n but becoming evident after that date

express or implied, to make ar

express or implied, to make ar

and Seller's warrantic

ranties contain (b) duty appurtenances by L.. able period of time, t shall not be a greet imposition of any e items set forth in to the summary, Florida, remark, Florida, remarks Prior of th ב Buyer. to the workmanship truly to the Seller Buyer s in t standards of closing As correct defects the to e, but the ground fo to presence relating and material, those items: at of the this of the in that construction same at i e Seller's development, of workmanship ç tra time the ans the Saction, it Condominium o make any tion of the warranties which defects Q) Seller type its closing. forth obliga-ing the written ich list forth in making d which prevashall the the and ٦. ت

11. Closing.

- tolba, Lumley (a) The crosery P./
 y & Dillinger, P./ closing À will . 405 be held at Pasadena the Avenue off Sou outh,
- Association, will cashier's check, of eight percent in closing and a eight clr caused for will (d) together (8%) per initial be paid Уď Buyer. per annum balancee purchase Ing capital contri to Developer by a cert r with interest there annum for the working contribution
 contribution
 y a certified o
 thereon at the
 period of any any d or bank the rate įÉ to dela any
- share In su count close the t apportioned Buyer in the be taxes sed such eve against taxes this apportioned to the Unit shall be ב event, by the the the for the year sale ç bе Sums common (c) Developer a Association the according prorated prorated to elements that is eloper and Buyer acciation as a commo in which valorem to to the the Buyer agree that the taxes a common expense, and the l be assessed to Develonthem. them. taxes the sale is date then (less Develope this the portion closed are Agreement Developer November taxes ready as of as the Unit. assestaxes dis the
- Ę. γď Buyer: (d) The following expenses and amounts

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- (i) Costs of recording the deed;
- quires including, gible tax escrow but but not limited to, for (ii) taxes, **11** interest grants mortgage, documentary ည which charges mortgage on the charges I mortgagee for s and intan-for prepaid abstracting Unit

all sums mortgage closing o mortgage s or fees e and all of any su such mortgage costs deducted title and fees incident insurance, loan; and attorney's to amount the fees, nt of t of any su b obtaining such any, 20

(iii) Utility deposits for the Unit.

- closing as takes place and the 0f expenses in amount Association the common specified by the Prospectus or proposed budget for the payments in monthly installments in advance on the first he period beginning with date not closing actually the period beginning with date not consider the payment will the closing with the period beginning with date not consider. ssessment each prorated for following actuall common the
- agreement formed pur those which ically sta deemed ment and obligation on the part of d pursuant to the provisions of t which survive by operation of law y stated to survive the delivery of 6 (f) The acceptance of be a full performance obligation on the part of of and of Developer this Agreeme aw or are here of the deed. Q deed discharge Agreement, except are herein specif-e deed. by buyer ge of to be every per
- time when other parties would be interested in purchasing the Unit, that Seller will have sustained damages if purchaser defaults, which damages will be sustained but will not be capable of determination with mathematical precision, and therefore, as aforesaid, the provision for liquidated damages has been incorporated in this Agreement, but in no event shall such liquidated sum exceed the earnest money depositheretofore paid by Buyer. payments within the time provided above, or to comply withe provisions of this Agreement and within the time provide herein, shall be considered a default by Buyer hereunder. such event, the parties hereto have considered the matter a have agreed that the amount of liquidated damages suffered the Developer because of Buyer's default shall be an amount equal to Buyer's earnest money deposit, except as hereinaft, penalty, the parties understanding that by reason of the withdrawal of it from the sale to the general public at pursuant within th ault to the provisions time provided a Failure Buyer of the this Agreement hereinafter provided amount make with and D)
- with this Agreement and ment, then and upon the che option of Buver made here" made t made hereunder Developer due t liability ťo and Buyer, this Agree and effect, and Debility whatsoever we sustained and the liability to the on of Buyer, the De eunder to Buyer, due to Buyer's de Buyer, this Agreeme on the occurrence of any of suer, the Developer shall return o Buyer, unless previously suyer's default, and upon such a sagreement shall be cancelled oper Unable unable to and Buyer the Developer shall er to Buyer for id neither party othe to Convey. elects party l be under any damag upon such refund being cancelled and be of no be under no obligation any damages that Buyer hereto shall have any to e Unit in rescind t return such the the payments forfeited to the n accordance this Agreethis Agree-events, at event
- closing 14. οÉ Risk of Loss. e shall be borne Risk Vф of Developer. loss to the Unit prior

ments, maintenance fees and any and all other expenses curred in the operation of the Condominium. The Suguarantees to Buyer that the assessments for common export the condominium shall not increase over the amount so in the proposed Operating Budget of Breezeway Villa Condominium, which Budget is attached as part of Exhibit to the Declaration of Condominium, for a period of one from the effective date of the Management Contract, Seller further agrees that it obligates itself to pay amount of common expenses incurred during that period and produced by the assessments at the guaranteed level reconstructions. enforced under the law Agreement shall not be any circuit court of the of same by the Buyer s Agreement and shall to or the minium Agreement option. edges the or Seller's binding upon in a written instruments referred to herein are made a part hereof as if fully set forth herein and constitute the full, final, and complete agreement between the parties, and no representations, claims, statements as advertised, promotional activities, brochures, maps or any other inducement made by Seller ties, brochures or representatives, shall in any way be to Buyer approval produced able by o Agreement until it giving of noti accomplished b receive it or Mail addressed Notice by mail pressed required Developer. The dauthorized agent, Developer. the Buyer in be that addressed Declaration Condominium other by mail 19. Warranties. The or implied warranties under Florida Statute of De responsible 21. 18. has 16 this n seller, unless the same aron agreement execute. shall Developer. Notice. The delivery tice in compliance with to by delivery of the same to by depositing such notice. The Buyer, Non-assignability. cannot be assigned owners. Maintenance dance with th been Buyer: Developer: Effective Date; Bind not be binding upon I been duly executed by e date of execution by nt. shall be the date shall Agreement to shall Declaration Shall the Stat laws the for the State shall be terminate þe the y of the same to the party intended to iting such notice in the United States address of the party herein stated. effective when mailed. control Ьy of the St he Declarati ion signing There onflict between the described herein, Kriseman Enterprises, Inc. 450 Treasure Island Causeway Treasure Island, FL 33706 of Florida and to considered a brethis Agreement Chapter . by Seller. of ווֹי e of common and all ot upon Developer State of Floring the Office of date are This Binding Уd construed this γď ion of no written, oral, y kind excepting the 718. an y of this understands a Buyer of the Agreement authorized ache Developer, of acceptance expressly Agreement Agreement Florida Agreement expenses, um. The Seller common expenses the amount stated breach ent at without the this gove e amount stated way Villas, A of Exhibit "E" od of one year Contract, and lf to pay any period and not Contract, nor the expenses item 18 the recording this caller's hy Seller
any way be
set forth and agrees nium, Buyer Agreement the Condoerned, effective agent of its ce by the clerk personal
 written acknowlshall receivthose and ex-ב, the be

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IN WITNESS WHEREOF, Buyer and Developer have executed this Agreement as of the dates set forth below their respective signatures.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION OR REMODELING PURPOSES BY THE DEVELOPER.

A	В	Witnesses:	Developer hereby accep purchase and agrees to the terms this Agreement.	ACCEPTANCE	NOTE: UPON PRESENTATION OF A P POTENTIAL BUYER, A DEPOS REQUIRED FROM THE BUYER. CREDITED TO BUYER AT CLO		As to Buyer	Witnesses:
Acceptance Date:	KRISEMAN ENTERPRISES, INC. By:		accepts the foregoing offer to terms and conditions set forth in	TANCE	F A PROSPECTUS PACKAGE TO ANY DEPOSIT OF \$25.00 SHALL BE UYER. THIS DEPOSIT SHALL BE	Date:		BUYER:

DEVELOPER

CERTIFICATION

COUNTY	STATE
Q.	30
PINELLAS	FLORIDA

ing: The undersigned personally certifies the follow-

Florida 9 1. າ the That they were physically in the State, 19 0£

2. That at that time the Purchase a Condominium parcel in MINIUM, Unit No. they signed an Agreement to BREEZEWAY VILLAS, A CONDO-

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3. That they entered into the contract while in the State of Florida, and that they visited the condominium on their own volition and that they were not solicited, either by telephone or by mail, to visit the property (except for solicitations, if any, within the State of Florida).

Witnesses:

BUYER

RECEIPT FOR CONDOMINIUM DOCUMENTS

checked below h
specifications, The undersigned acknowledges that the have been received or, as to plans, made available for inspection: documents and

Breezeway Villas, A Condominium 4961 - 91st Avenue North Pinellas Park, Florida 33565

PLACE A CHECK IN THE COLUMN BY EACH DOCUMENT RECEIVED OR, FOR THE PLANS AND SPECIFICATIONS, MADE AVAILBLE FOR INSPECTION: If an item does not apply, place "N/A" in the column.

Purchaser	Purchaser	•	EXECUTED this day of	THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL VITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY THE BUYER OF LL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS ECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO COID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.	PLANS AND SPECIFICATIONS	EXECUTED ESCROW AGREEMENT	SURVEY OF LAND AND GRAPHIC DESCRIPTION OF IMPROVEMENTS	PLOOR PLAN	PLOT PLAN	
	T		, 19	DABLE BY BUYER BY INTENTION TO CANCEL DE EXECUTION OF THE IPT BY THE BUYER OF TERED TO HIM BY THE FOR CLOSING FOR ASTER THE BUYER HAS BUYER'S RIGHT TO E AT CLOSING.						

BREEZEWAY VILLAS, A CONDOMINIUM

ESCROW AGREEMENT

"Developer")
Agent"). Detwe KRISEMAN THIS and ESCROW LOUIS ROW AGREEMENT ENTERPRISES, is (hereinafter made de and er (hereinaf) call entered ter led " d into Escrow

condominium parcels inafter referred to Escrow Agent hold ce "Deposit Monies") re condominium parcels to as "Buyers"); and ondominium WHEREAS parcels erred to and to certain deposit received the at located as the e Developer is use Park, Florida (....) ocated in Pinellas Park, Florida (....) is the "Condominium") and desires that the "Condominium") and desires that deposit monies (hereinafter calle ceived by Developer from purchasers (condominium (hereinafter referred) the Condominium referred selling (here-es that called of

x . *

ment*) entered into
with the provisions
"Condominium Act"),
conditions: to SCYOW Agreement lt") enter agent WHEREAS, to for into Purchase the o by Developer and Buyers in of Florida Statutes, Section 71 the Agreement and the following the Deposit Monies nase Condominium Escrow Agent paid has Apartment γd agreed Buyers in accordance 718.202 (the ing terms and (the to pursuant e "Agreeact O

NOW, THEREFOR money hereinafter set for sideration, the receipt acknowledged, the partie THEREFORE parties forth RE, in consideration forth and other good a t and sufficiency of tes agree as follows: and which of valuable co..

re hereby the

I. Escrow Accounts

- to a offi act a11 .ce and of and the rights and V Escrow Agent hereby ac as escrow agent for th cights and privileges at to the obligations in the accepts its designation the Condominium subject s appertaining to such incident thereto.
- received each un Escrow i account ceived by unit nit to Escrow Agent shall de established b Agent jt ďn to Dev ow Agent, pursuant to the Agre deposit such Deposit Monies ir by Developer with Escrow Agent Ten eloper Percent shall (10%) de iver of the Agreement Monies in an e the the Deposit sales p price escrow and
- Stat. \$719.202 \$719.202 place to f the sales prodescribed in secondance with below. 202 and only 202 place the inites sales price of elbed in section I(lance with the gent may, pursuant to Fid only upon compliance we initial Ten Percent (le of each unit in the action I(C) below to be use the terms of section used account (10%) Fla. I(C) in
- special account. After the Furchaser, these executed by both Developer and Purchaser, these withdrawn by Developer provided Developer gives notice of its intention to use such funds in construction and development of the Condominiu that Developer will use no part of these funds commissions, or expenses of salesmen nor for the 10% eve Condominium oper prior sales pr to shall s price o deposit эd 0f sit monies in excess of of each unit that are e of a certificate of or deposited by Escrow the Purchase Agreemen th funds in the Condominium and e funds for a Agreement has are received of occupancy 0f funds may Escrow Agent received Ten r salaries, advertising has actual states 5 been for be Ω.
- chedule S fr Om whi Ch Es ther Agent ID can shall be d ē maintain termined the appropriat

Monies held for each Buyer therein, which schedules shall be available for inspection by Developer at reasonable times during business hours. Escrow Agent shall deliver monthly statements to Developer, which statements shall indicate: the Deposit Monies received for the condominium and the buyers who made payment of the funds so deposited; the Deposit Monies disbursed for the Condominuim and to whom the Deposit Monies were disbursed; the balance of Deposit Monies for the project; the name of each Buyer for whom funds are held and the amount of Deposit Monies for each Buyer which remain in accounts

Buyer an deposit m account reasonal Escrow vation ount with the sonable times row Agent. prospective Buyer Deposit Act with the with the Escrow Agent and said funds shall at le times be available for withdrawal, in full, by gent. The Escrow Agent will grant a prospec immediate, unqualified refund of the reserva nonies upon written request to the Escrow Agent ective Buyer or the Developer. E. ALL
it Agreement
the Escrow All deposits r received be held pursuant בו D common full, by the prospective reservation row Agent by Reser-escrow a11

receipt for the m . Escrow Deposit M w Agent Monies must held furnish of for such each B h Buyer Buyer with Q

II. Disbursement of Deposit Monies

subject to
conditions: E and in a w Agent agr agrees t to the f d all Depos Deposit terms Monies rms and

- pursuant funds she earned. ant to shall A.
 its t terms to Ø or Buyer properly r pursuant the Buyer rly terminates an Agreement to the Condominium Act, the together with any interest
- his beveloper toge under gether Ø with Buyer Agreement, th h any interest defaults the n, earned. funds the performance shall e Oe e of
- by Escrow Agent of Developer designati been terminated or Monies which should determine fault has required i where be ma mailed such which should be s occurred, and Escrow in A and B above within w Agent of notice of su r designating the Buye ninated or defaulted, ich should be released in amount should be paid; simultaneously to the whether ω Escrow proper within of such be paid; of such
 Buyer a Agent Agent shall not r termination of crow Agent shall within seven (7) d the uch termination or deler and the Agreement, the amount of defended on the Agreement of the amount of Ø rom escrow and to a copy of such noti terminating or de such notice shall make the be obligat Agreement o after receipt c default from after the which has he Deposit o whom and 9 de-
- shall terest bursed per of d: disburse to Developer the Deposit Monies earned thereon. Such Deposit Monies s to Developer upon receipt by Escrow Agent notice that such closing is scheduled. In the ev event of of a closing, Deposit Monies shall Escrow from Develoand be al1 Agent l indis-
- until it rec signed by bo Escrow Agent with the prov oper then MOZ Escrow Agent it receives that Agent y both Developer and Buyer. In th gent may disburse the disputed amount provisions of Paragraph IV below. ent receives there is a shall shall continue to hold written instructions In വ written notice from the dispute between Buyer the event that, een Buyer prior as to In the such and Developer,
 Deposit Monies
 to disbursement
 he alternative, Buyer 6 in D accordance, or

down payment signed by th not the be 9 released on the purchase Purchaser as pr the The Escrow directly provided Agent to at the in the the ST responsible the Developer time contract D except contract that monies as P.

III. Liability of Escrow Agent

same, nor as to to be conveyed. limited to the regarding functive, the disposition provisions of the other as ţ form, me ing funds documents manner manner of this authority Escrow whatsoever received of the sa deposited the Escrow Ac safekeeping Escrow Agreement. sufficiency Agent ver for the execution or same 20 Уd Agent's ng of su by it as in shall rights ۲. ت the escrow ghts of any p accordance Of such not such ot be suffi duties sufficiency or corrections validity of any instrument the monies, instruments escrow holder, and iciency / person executing
title to the prop responsible accounts, hereunder with the nor 20 terms shall property liable SP the and for or be to

IV. Dispute

1

to a la Buyer's either lawsuit Deposit In V by virtue of the fact t Monies, Escrow Agent said Deposit Monies to the event Escrow Agent to shall, that 15 joined it is registry at 15 its as as a party option, of the

mate disposition titled to its re court trial disburse and reasonable appellate l Of same the 'n levels case, and Escrow attorneys' fees accordance with Agent and co the court court's shall costs p e ultien-

V. Notices

בׁי writing to All notice Developer notices at: and other communications shall be

Kriseman Enterprises, Inc. 450 Treasure Island Causeway Treasure Island, FL 33706

with a copy to:

Parker and Parker
3835 Central Avenue
St. Petersburg, FL 33733

to Escrow Agent at:

Louis E. Stolba 450 Pasadena Avenue South St. Petersburg, FL 33707

have ca affixed. corporate names caused caused these WITNESS WHEREOF, nes by their presents t respective to undersigned be be Developer executed in the corporate authorized seals to ow Agent have ir respective officers and to be hereto

Signed, Sealed, and Delivered in the presence of:

Date: 10001112 1. 1950

Attest:

KRISEMAN ENTERPRISES, INC

y: Mell principle

DEVELOPER

lean D. Mayon

Jame Suria

Date: September 20, 1982

Louis E. Stolba

ESCROW AGENT