



# State of Florida

O.P. 5508 PAGE 1359



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BREEZEWAY VILLAS, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 28, 1982, as shown by the records of this office.

The charter number for this corporation is 765214.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of September, 1982.



George Firestone  
Secretary of State

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ARTICLES OF INCORPORATION

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

I.

The name of this corporation shall be:  
BREEZEWAY VILLAS, INC.  
(hereinafter sometimes referred to as the "Association").

II.

The purpose for which this corporation is organized is to provide an entity as required by and pursuant to Chapter 718, Florida Statutes, for the operation of a condominium known as, or to be known as BREEZEWAY VILLAS, A CONDOMINIUM (hereinafter sometimes referred to as the "condominium"), located or to be located on the property described in the Declaration of Condominium which has been established or will be established.

In order to carry out the purpose aforesaid the corporation shall have the following powers; to buy, sell, lease or sublease, and to acquire, maintain, or operate as fee owner or as owner of a leaseholder interest, or solely to maintain or operate without any interest in real property, or the improvements thereon, a certain multi-unit residential building or buildings which said building or buildings shall be situated upon the land described in the Declaration and any amendments thereto. To erect 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; and to perform any other act in maintaining an atmosphere of congeniality and high standards by and for its member residents for occupancy; and to maintain a high standard of physical appearance of the building; to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporations Not For Profit", as well as Florida Statute 718, i.e., the Condominium Act.

III.

Kriseman Enterprises, Inc., a Florida corporation, hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium submitting the property described within the Declaration of Condominium together with any subsequent amendments thereto, to condominium ownership under the restrictions, reservations, covenants, conditions and easements as contained therein, which shall be applicable to said property and all interest therein, to-wit:

A. Legal description as more fully set forth in the Declaration of Condominium.

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

C. Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation. The members of the Association shall have the right to have the control of the Association transferred to them in accordance with Florida Statute §718.301.

For the purpose of Florida Statute §718.301, the Developer will be regarded as having a substantial retained economic interest justifying retention of control of the Association until he holds less than 5% of the units for sale in the ordinary course of business.

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

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

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

E. Prior to or within sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, except buildings under construction or that have construction loans including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

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

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

(c) The developer shall deliver to the Association a certified audit and accounting for all association funds.

(d) Association funds or control thereof, independent audit or accounting which includes capital

accounts, reserve accumulations and capital contributions in accordance with the Florida Condominium Law, Chapter 718.

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

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

(g) Insurance Policies.

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

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

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

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

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

(m) Employment contracts in which the Association is one of the contracting parties.

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

(o) Other contracts in which the Association is one of the contracting parties, such as the Management Contract.

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

IV.

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

V.

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

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.

The affairs of the corporation shall be managed by a President, Vice President, Secretary and Treasurer. The officers of the corporation shall be elected annually by the Board of Directors of the corporation in accordance with the provisions provided therefor in the By-Laws of the corporation.

VII.

The business of the corporation shall be conducted by a Board of Directors, referred to sometimes herein as the Board of Administrators, which shall consist of not less than three (3) members, as the same shall be provided for by the By-Laws of the corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the corporation. The names and addresses of the first Board of Directors and officers who shall serve as Directors and officers, until the first election of directors and officers, are as follows:

President	Donald D. Kriseman	450 Treasure Island Causeway Treasure Island, FL 33706
Vice President	Mort Stupp	450 Treasure Island Causeway Treasure Island, FL 33706
Secretary/ Treasurer	Richard Eaton	450 Treasure Island Causeway Treasure Island, FL 33706

The name and address of the registered agent for the said corporation is as follows:

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

VIII.

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

IX.

The amendments of these Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the members of this corporation, provided, however, that no amendment shall be effective unless adopted pursuant to Article VIII or Article XI of these Articles of Incorporation.

X.

A. The members of the Association shall consist of all of the record owners of condominium parcels in the condominium.

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

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

D. Each member shall be restricted to one (1) vote, in person or by proxy, for each vacant position on the Board of Directors required to be filled.

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

F. The members of this corporation shall be subject to assessment for the costs and expenses of the corporation in operating the multi-unit building(s), in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the corporation. The

By-Laws of the corporation may not change or alter this paragraph F, Article X.

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

H. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium units.

I. Any matter of controversy or dispute between members or between a member and the corporation shall be settled by arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida.

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

XI.

These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4ths) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove, and of Paragraphs F, G, H & I, of Article X, may be made without the unanimous approval of the then members of the corporation together with the written unanimous approval of all mortgagees holding a valid enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, life insurance company, federal savings and loan association, institutional investor, mortgage bankers and/or real estate investment trust authorized to transact business in the State of Florida.

XII.

The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interests existing or brought into existence at the time of recording of the Declaration shall be set forth and fully described therein.

XIII.

In the event this corporation shall become dormant, inactive and fail to perform its duties and carry out its

contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, including, but not limited to, the provisions of the Service and Maintenance Agreement as it may pertain to this corporation, then the said corporation shall revert back to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of this condominium as provided for in these Articles of Incorporation of this corporation.

XIV.

The principal place of business of this corporation shall be at 450 Treasure Island Causeway, Apt. 308, Treasure Island, FL 33706 Pinellas County, Florida, or at such other place or places as may be designated from time to time.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 21<sup>st</sup> day of September, 1982.

Signed, Sealed, and Delivered in the presence of:

*Claudia Estrella*

*Donald D. Kriseman*  
Donald D. Kriseman

*Jane Lewis*

*Richard Eaton*  
Richard Eaton

*Mort Stupp*  
Mort Stupp

*Eleanore S. Maxon*

ST. PETERSBURG CORPORATE SERVICES, INC.

*Jane Lewis*

By: *Claudia Estrella*

Registered Agent

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21 day of September, 1982, by DONALD D. KRISEMAN, as incorporator of BREEZEWAY VILLAS, INC., a Florida non-profit corporation.

*Jane Lewis*  
Notary Public

NOTARY PUBLIC  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 28, 1983  
Bonded by American Fidelity & Casualty Company



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me  
this 21 day of September, 1982, by RICHARD EATON,  
as incorporator of BREEZEWAY VILLAS, INC., a Florida  
non-profit corporation.

  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 4 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF PINELLAS

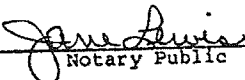
The foregoing instrument was acknowledged before me  
this 21 day of September, 1982, by MORT STUFP, as  
incorporator of BREEZEWAY VILLAS, INC., a Florida non-profit  
corporation.

  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 4 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF PINELLAS,

The foregoing instrument was acknowledged before me  
this 21 day of September, 1982, by LOUIS E. STOLBA  
and \_\_\_\_\_, as President and Secretary, respec-  
tively, of ST. PETERSBURG CORPORATE SERVICES, INC., as  
Registered Agent of BREEZEWAY VILLAS, INC., a Florida  
non-profit corporation.

  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 28, 1983  
Bridged by American Fire & Casualty Company

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to Articles of Incorporation of BREEZEWAY VILLAS, INC., a Florida corporation, filed on March 9, 1983, as shown by the records of this office.

The charter number of this corporation is 765214.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
9th day of March, 1983.



CER-101

A handwritten signature in cursive script, appearing to read 'George Firestone'.

George Firestone  
Secretary of State

FILED

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

WHEREAS, the members of this Association, at a special meeting duly held on the 4th day of March, 1983, at the hour of 10:00 a.m. adopted and approved an amendment of 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:

"C. Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation. The members of the Association shall have the right to have the control of the Association transferred to them in accordance with Florida Statute §718.301."

NOW, THEREFORE, BE IT RESOLVED, that the foregoing Amendment of the Articles of Incorporation was approved by the directors, and that Article III, subparagraph C of said Articles shall be amended to read as herein set forth.

DATED this 4th day of March, 1983.

Donald D. Kriseiman
Donald D. Kriseiman
Director and President

Richard V. Eaton
Richard Eaton
Director and Secretary

Mort Stupp
Mort Stupp
Director and Vice President

STATE OF FLORIDA
COUNTY OF PINELLAS

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

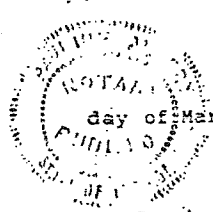
Donald D. Kriseiman
Donald D. Kriseiman

Richard Eaton
Richard Eaton

Mort Stupp
Mort Stupp

SWORN TO and subscribed before me this 4th day of March, 1983.

Dennis M. Sney
Notary Public



My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 31, 1986
Bounded Thru Tray Form - Insurance, Inc.

THIS DOCUMENT IS A RECORD OF THE PROCEEDINGS OF THE BOARD OF DIRECTORS OF BREEZEWAY VILLAS, INC. AND MAY BE ILLEGIBLE.

BY-LAWS

BREEZEWAY VILLAS, INC.  
a Florida non-stock, non-profit membership corporation

ARTICLE I

GENERAL

Section 1. NAME. The name of the corporation shall be BREEZEWAY VILLAS, INC., a corporation not for profit.

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

Section 3. DEFINITION. As used herein, the term "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of BREEZEWAY VILLAS, A CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

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

ARTICLE II

DIRECTORS

Section 1. NUMBER AND TERM. The number of directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall not be less than three (3) nor more than seven (7). Until succeeded by directors elected as hereinafter provided, directors need not be members, thereafter all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected as hereinafter provided, and each director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. VACANCY AND REPLACEMENT. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors though less

EXHIBIT "E"

to

Declaration of Condominium

than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. REMOVAL. Directors may be recalled and removed from office WITH OR without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the board of administration may be called by Ten Percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. No directors shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. BOARD OF DIRECTORS. The first Board of Directors shall consist of: DONALD D. KRISMAN, 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.

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

(a) When apartment owners other than the Developer own fifteen percent (15%) or more of the apartments of the condominium apartments that will be operated ultimately by the Association, the apartment owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors and the Developer shall be entitled to elect two-thirds (2/3) of the members of the Board of Directors.

(b) Apartment owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors three (3) years after sales by the Developer have been closed on fifty percent (50%) of the condominium apartments that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the apartments that will be operated ultimately by the Association. The Developer shall be entitled to elect the balance of the members to the Board of Directors.

(c) So long as the Developer holds 5% of the units in the condominium for sale in the ordinary course of business, the Developer shall be entitled to elect one (1) member to the Board of Directors.

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

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

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

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

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

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

(e) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

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

(g) To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. Any changes, amendments, increases or alterations in the Management Contract may be changed by order of the Board of Directors of the Association, and they shall have full power to renegotiate any increases necessary in the monthly maintenance fee and when and if they deem it necessary for the purpose of maintaining the high quality of service, and to assess for such changes, alterations, etc. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager in connection with the matters hereinabove set forth. Said powers for approving such increases shall be vested solely with the Board of Directors and does not require the approval of the condominium unit owner.

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

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

Section 7. MEETINGS.

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

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

(c) Special meetings of the Board may be called by the President upon five (5) days' notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of three (3) Directors, provided notice is given in accordance with Section 7(b) hereinabove.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 8. ORDER OF BUSINESS. The order of business at all meetings of the Board shall be as follows:

- (a) Roll call.
- (b) Readings of the minutes of the last meeting.
- (c) Consideration of communications.
- (d) Resignations and elections.
- (e) Report of officers and employees.
- (f) Reports of Committees.
- (g) Unfinished business.
- (h) Original resolutions and new business.
- (i) Adjournment.

Section 9. ANNUAL BUDGET. The Board may adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual

budget shall be in conformance with Chapter 718.111 of the Florida Statutes. A copy of the Budget shall be delivered by mail at the address of the unit, to each unit owner not less than thirty (30) days prior to the meeting at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the unit for which an amended assessment is made shall be payable as determined by the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency. A copy of the proposed estimated operating budget for BREEZEWAY VILLAS, A CONDOMINIUM, upon conclusion of the final phase as contemplated is attached hereto as Exhibit "A". A copy of the proposed estimated operating budget for BREEZEWAY VILLAS, A CONDOMINIUM - Phase I, as will be applicable until the addition of subsequent phase or phases as herein provided, is attached hereto as Exhibit "B".

Within sixty (60) days following the end of the calendar year on an annual basis the Board of Administration of the corporation shall mail to each unit owner a complete financial statement in compliance with the requirements of the Florida Condominium Law, Chapter 718.

### ARTICLE III

#### OFFICERS

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

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

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

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

#### Section 5. THE PRESIDENT.

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



(b) He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. THE SECRETARY.

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

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

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

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

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

Section 7. TREASURER.

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

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

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

Section 8. VACANCIES. If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors

provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

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

#### ARTICLE IV

##### MEMBERSHIP

Section 1. NON-STOCK MEMBERSHIP. There shall be no stock certificates issued by this corporation. There shall be no more than forty-two (42) members of this corporation.

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

Section 3. VOTING MEMBERS. That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, 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 parcel by a similar written, sworn statement filed with the Secretary.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than forty-two (42) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Prior to the membership meeting the Secretary may require if said unit owner has not filed a written statement to that effect.

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

with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

Section 4. ENTITY AS OWNER. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate natural persons from time to time who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration.

#### ARTICLE V

##### MEETING OF MEMBERSHIP

Section 1. DEFINITION. Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting. Unless the By-Laws shall provide for their election at another meeting, the annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired. In the absence of a provision in the By-Laws setting forth the terms of some or all of the members of the Board which shall expire, the terms of all members of the Board shall expire on the date of the annual meeting, upon the election of their successors.

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

Section 3. MEMBERSHIP LIST. At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time, or at any other reasonable time.

Section 4. ANNUAL MEETING. The first annual meeting of the members of the corporation shall be held one year from the first election of the Board of Directors, unless sooner callable in accordance with the provisions of Article III of the Articles of Incorporation.

Subsequent regular annual meetings shall be held on the anniversary date of the first annual meeting, if not a legal holiday, and if a legal holiday, then on the next secular day following.

##### Section 5. SPECIAL MEETINGS.

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

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

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

Section 6. RIGHT TO VOTE. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner who executed the proxy.

Section 7. VOTE REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. QUORUM. Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, by these By-Laws, or by the Declaration of Condominium. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be presented or represented, any business 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 specified therein its duration.

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

ARTICLE VI

NOTICES

Section 1. METHOD OF CALLING MEETING; ANNUAL MEETING. The method of calling and summoning the unit owners

to assemble at meetings, including annual meetings, shall require at least fourteen (14) days' written notice to each unit owner in advance of the meeting, and the positioning at a conspicuous place on the condominium property of a notice of the meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting shall be sent by certified mail to each unit owner, which mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

Section 2. SERVICE OF NOTICE - WAIVER. Whenever any notice is required to be given under the provisions of the Statute or the Articles of Incorporation or of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent thereof. Notice of any meeting where assessments against unit owners are to be considered for any reason shall contain a specific statement that assessments will be considered and shall disclose the nature of any such assessments.

#### ARTICLE VII

##### FINANCES

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

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

#### ARTICLE VIII

##### SEAL

The Seal of the corporation shall have inscribed thereon the name of the corporation, the word "Florida," the year of its organization, and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

#### ARTICLE IX

##### HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof:

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

(b) Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

(c) The use of the condominium units shall be consistent with existing law and these restrictions, and so long as such does not constitute a nuisance.

(d) Condominium units may not be used for business use or for any commercial use whatsoever.

(e) Common elements shall not be obstructed, littered, defaced or misused in any manner.

(f) No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

(g) Parking spaces may be used in accordance with the allocations designated from time to time by the Association. The Board of Directors may from time to time, should they determine there be a need, change the parking spaces assigned to the units.

(h) Owners are responsible for their own actions, and those of their guests, and shall insure that the rules of the Declaration of Condominium, Management Contract and By-Laws are followed. It shall not be the responsibility of the Developer or the Management Contractor to supervise the individual action of the residents or their guests.

#### ARTICLE X

##### DEFAULT

Section 1. CHARGES AND ASSESSMENTS In the event an owner of a condominium parcel does not pay the sums, charges or assessments required to be paid to corporation within thirty (30) days after the due date, the corporation acting on its own behalf or through the Board of Directors or Manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the corporation may, through its Board of Directors, or manager acting in behalf of the corporation, or in its own behalf, bring suit to recover a money judgment brought by or on behalf of the corporation against a condominium parcel owner, the losing litigant shall pay the prevailing party's costs thereof, together with a reasonable attorney's fee, including appeals.

If an action of foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and as a result thereof, the interest of the said owner in and to such condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

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

Section 2. VIOLATION OF PROVISIONS OF CONDOMINIUM DECLARATION. In the event of violation of the provisions of the enabling Declaration of Condominium, Articles of Incorporation or restrictions and these By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event legal action is brought against a condominium parcel owner, the losing litigant shall pay the prevailing party's costs thereof, together with a reasonable attorney's fee, including appeals. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the corporation a method of procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

#### ARTICLE XI

##### LIABILITY IN EXCESS OF INSURANCE COVERAGE

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure to the liability and they shall have the right to intervene and defend.

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

#### ARTICLE XII

##### REGISTERS

Section 1. The Secretary of the Corporation shall maintain a register in the corporate office showing the names and addresses of members.

Section 2. The Association shall have the right to charge a fee in connection with the approval of any transfer, sale, lease or sublease in the amount of \$50.00 to cover the Association's expenditures and services in regard thereto. This expense, if any, shall be paid by the seller or lessor.

Section 3. The corporation shall maintain a suitable register of the recording or pledged or mortgaged condominium 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 pledgee or mortgagee.

#### ARTICLE XIII

##### SURRENDER

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

#### ARTICLE XIV

##### ARBITRATION

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

#### ARTICLE XV

##### AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members of a three-fourths (3/4ths) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declaration of Condominium, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to these By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.




ARTICLE XVI

CONSTRUCTION

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

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

The foregoing were adopted as the By-Laws of BREEZE-WAY VILLAS, INC., by its Board of Directors, on this 8<sup>th</sup> day of April, 1983.

  
Secretary

PROPOSED OPERATING BUDGET  
 BREEZEWAY VILLAS, A CONDOMINIUM  
 42 Units

	<u>Monthly</u>	<u>Yearly</u>
Proposed Budget Income	\$ 2,431.59	\$29,179.00
EXPENSES for the Association and Condominium		
a. Administration of the Association		
1. Accounting	75.00	900.00
2. Office Expenses	15.00	180.00
3. Licenses	12.50	150.00
b. Management fee (\$7.50 X 42 units)	315.00	3,780.00
c. Annual fee to Division of Land Sales and Condominiums	1.75	21.00
d. Maintenance:		
1. Lawn/Landscaping	250.00	3,000.00
2. Pool	75.00	900.00
3. Exterminating	126.00	1,512.00
4. Lighting	10.00	120.00
e. Operating Expenses:		
1. Electric	125.00	1,500.00
2. Water and Sewer	800.00	9,600.00
3. Sanitation	100.00	1,200.00
4. Cable/TV	252.00	3,024.00
5. Insurance	162.34	1,948.00
f. Rent for recreational and other commonly used facilities	--	--
g. Taxes upon Association property	--	--
h. Taxes upon leased areas	--	--
i. Operating capital (capital contributions)	--	--
j. Reserves:		
1. Painting	28.00	336.00
2. Paving/Resurfacing	28.00	336.00
3. Roof Replacement	28.00	336.00
4. Plumbing	28.00	336.00
	<u>\$ 2,431.59</u>	<u>\$29,179.00</u>

NOTES:

1. 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 each unit owner and therefore are not a responsibility of the Association.

EXHIBIT "A"  
to BY-LAWS

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 and within accepted tolerances. No representation is made to the amount or frequency of future cost increases for any item of the Budget.

2. Developer has chosen to be exempt from the payment of maintenance expenses for a period of time ending not later than the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs.

3. The Developer guarantees and obligates itself to pay any amount of common expenses incurred during the period of one year from the effective date of the Management Contract not produced by the assessments at the guaranteed level receivable from the unit owners.

<u>Unit</u>	<u>Initial Monthly Fee Per Unit</u>	<u>Monthly Totals</u>	<u>Annual Totals</u>
<u>Phase I</u> 1, 2, 3, 4, 5, 6	\$57.86	\$347.16	\$4,165.92
<u>Phase II</u> 7, 8, 9 10,11,12	\$57.86	\$347.16	\$4,165.92
<u>Phase III</u> 13,14,15 16,17,18	\$57.86	\$347.16	\$4,165.92
<u>Phase IV</u> 19,20,21, 22,23,24	\$57.86	\$347.16	\$4,165.92
<u>Phase V</u> 25,26,27 28,29,30	\$57.86	\$347.16	\$4,165.92
<u>Phase VI</u> 31,32,33 34,35,36	\$57.86	\$347.16	\$4,165.92
<u>Phase VII</u> 37,38,39 40,41,42	\$57.86	\$347.16	\$4,165.92
		<u>\$ 2,430.12</u>	<u>\$29,161.44</u>

4. Each unit shall be required to pay into a segregated account to be maintained by the Association for the use and benefit of the Association an amount equal to two months estimated common area charge for each unit, to be paid at the time of closing. This is not a recurring charge and is not to be considered as advance payment of regular assessment. The fund shall be used for working capital for unforeseen expenditures or services.

PROPOSED OPERATING BUDGETBREEZEWAY VILLAS, A CONDOMINIUM  
Buildings 1 and 2 - 6 Units  
Phase I

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

NOTES:

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

EXHIBIT "B"  
to BY-LAWS

1. The Budget is predicated upon the construction of 6 units. 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 and within accepted tolerances. No representation is made to the amount or frequency of future cost increases for any item of the Budget.

2. Developer has chosen to be exempt from the payment of maintenance expenses for a period of time ending not later than the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs.

3. The Developer guarantees and obligates itself to pay any amount of common expenses incurred during the period of one year from the effective date of the Management Contract not produced by the assessments at the guaranteed level receivable from the unit owners.

	<u>Initial Monthly Fee Per Unit</u>	<u>Monthly Totals</u>	<u>Annual Totals</u>
<u>PHASE I</u>			
<u>Building 1:</u>			
Unit 1	\$ 56.44 )		
Unit 2	\$ 56.44 )		
Unit 3	\$ 56.44 )	\$169.32	\$2,031.84
<u>Building 2:</u>			
Unit 4	\$56.44 )		
Unit 5	\$56.44 )		
Unit 6	\$56.44 )	\$169.32	\$2,031.84
		<u>\$338.64</u>	<u>\$4,063.68</u>

4. Each unit shall be required to pay into a segregated account to be maintained by the Association for the use and benefit of the Association an amount equal to two months estimated common area charge for each unit, to be paid at the time of closing. This is not a recurring charge and is not to be considered as advance payment of regular assessment. The fund shall be used for working capital for unforeseen expenditures or services.

40 Rec 11.00  
 43 Int 55.00  
 Tot 80.00

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AMENDMENT TO  
 DECLARATION OF CONDOMINIUM  
 OF BREEZEWAY VILLAS, A CONDOMINIUM  
 ADDING PHASE IV

ORIGINAL CONDOMINIUM PLAT PERTAINING THERETO FILED IN  
 CONDOMINIUM PLAT BOOK 68, PAGES 4-6 INCL

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 69 PAGES 25 - 28 INCL.

KRISEMAN ENTERPRISES, INC., a Florida corporation (herein called the "Developer"), for itself and its successors, grantees and assigns, hereby makes the following Amendment to Declaration of Condominium recorded in Official Records Book 5508, Pages 1318 through 1327, inclusive, of the Public Records of Pinellas County, Florida (herein referred to as the "original Declaration"):

1. The purpose of this Amendment, made pursuant to Florida Statutes §718.403(1981) and Paragraph 9 of the said original Declaration, is to submit to the ownership of the Condominium, those additional lands, together with the improvements thereon, which are described in Paragraph 9(f) of said original Declaration.

2. Further, and notwithstanding that said original Declaration provides, in Paragraph 9, that Phase II was to be developed, completed and submitted to condominium ownership prior to either Phase III or Phase IV, this Amendment shall declare, and thereby make certain the fact, that Phase IV has been developed, completed and is hereby submitted to the ownership of the Condominium, ahead of Phases II and III and out of the phasing sequence set forth in Paragraph 9 of said original Declaration. By virtue of this Amendment and the development, completion and submission of Phase IV to the ownership of the Condominium, the undivided share of each unit in the Condominium, as set forth in Paragraph 9(j) of the original Declaration, shall hereby change from 1/6 of total, to 1/12 of total.

3. In accordance with the foregoing, the following described property is hereby submitted to the condominium form of ownership:

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

B. Two (2) buildings housing a total of six (6) units.

4. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A" to the said Declaration of Condominium as amended to include Exhibit "A" hereto. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as all of the common elements pertinent thereto.

5. To carry out the intent of the Developer, pursuant to the original Declaration, and to fulfill the objectives of the said original Declaration, as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the original Declaration a share of the ownership of the common elements, in and

This instrument prepared by and to be returned to  
 GEORGE L. HAYES III of Parker, Parker & Bitling  
 P. O. Box 15339, 335 Central Avenue  
 St. Petersburg, Florida 33723

to the land described in Exhibit "A" attached hereto, in accordance with the provisions of Paragraph 9 of said original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

6. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in BREEZEWAY VILLAS, A CONDOMINIUM, Phases I and IV to the adjusted undivided interest as set forth in Paragraph 9 of said original Declaration.

7. All other terms and conditions of the aforesaid Declaration of Condominium of BREEZEWAY VILLAS, A CONDOMINIUM, shall remain in full force and effect.

IN WITNESS WHEREOF, KRISEMAN ENTERPRISES, INC., has caused these presents to be signed in its name by its proper officers thereunto duly authorized this 7th day of June, 1983.

Signed, Sealed, and Delivered  
in the presence of:

*Baudini M. Lopez*  
*Lorraine Parker*

KRISEMAN ENTERPRISES, INC.

By *Donald D. Kriseman*  
President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Amendment was acknowledged before me this 7th day of June, 1983, by Donald D. Kriseman, President, of KRISEMAN ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

*Baudini M. Lopez*  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 31, 1985  
Noted 2:00 PM 6/8/83

# BREEZEWAY VILLAS A CONDOMINIUM - PHASE IV PINELLAS COUNTY, FLORIDA

### DESCRIPTION - PHASE IX:

THAT PART OF LOT 5, OVERPASS VILLAGES, AS RECORDED IN PLAT BOOK 45, PAGE 49, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN THE FOLLOWING THREE (3) PARCELS:

PARCEL 'A'

COMMENCING AT THE SW CORNER OF LOT 5, OVERPASS VILLAGES, AS RECORDED IN PLAT BOOK 45, PAGE 49, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE N 89° 00' 00" W, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.598 ACRES, MORE OR LESS.

PARCEL 'B'

BEGIN AT THE SW CORNER OF LOT 5, OVERPASS VILLAGES, AS RECORDED IN PLAT BOOK 45, PAGE 49, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE N 89° 00' 00" W, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.626 ACRES, MORE OR LESS.

PARCEL 'C'

BEGIN AT THE SW CORNER OF LOT 5, OVERPASS VILLAGES, AS RECORDED IN PLAT BOOK 45, PAGE 49, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE N 89° 00' 00" W, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.537 ACRES, MORE OR LESS.

### DESCRIPTION - POOL AREA:

COMMENCING AT THE SW CORNER OF LOT 5, OVERPASS VILLAGES, AS RECORDED IN PLAT BOOK 45, PAGE 49, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 53' 30" E, DISTANCE OF 110.70 FEET, THENCE N 07° 06' 30" E, DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.107 ACRES, MORE OR LESS.

### CERTIFICATION:

I, THE UNDERSIGNED, HAVING EXAMINED THE DESCRIPTION AND PLANS OF THE CONDOMINIUM UNIT HEREIN SET FORTH HEREIN THROUGHOUT AND THESE DOCUMENTS IS A COMPLETE REPRESENTATION OF THE UNIT HEREIN DESCRIBED HEREIN, AND THAT THE CONSTRUCTION PROVISIONS OF THE UNIT HEREIN DESCRIBED HEREIN ARE SUBSTANTIALLY COMPLIANT WITH THE APPLICABLE PROVISIONS OF THE CONDOMINIUM ACT, CHAPTER 718, F.S., AND THAT THE CONSTRUCTION, LOCATION AND DIMENSIONS OF THE UNIT HEREIN DESCRIBED HEREIN AND OF EACH UNIT CAN BE DETERMINED FROM THESE PLANS AND DOCUMENTS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE PLANS AND DOCUMENTS.

WALTER D. WOODWARD  
P.L.A. SURVEYOR'S EXAM. NO. 028

DATE: 5/21/83

SHEET 1 OF 4

WALTER D. WOODWARD  
P.L.A. SURVEYOR'S EXAM. NO. 028  
301-484-1111

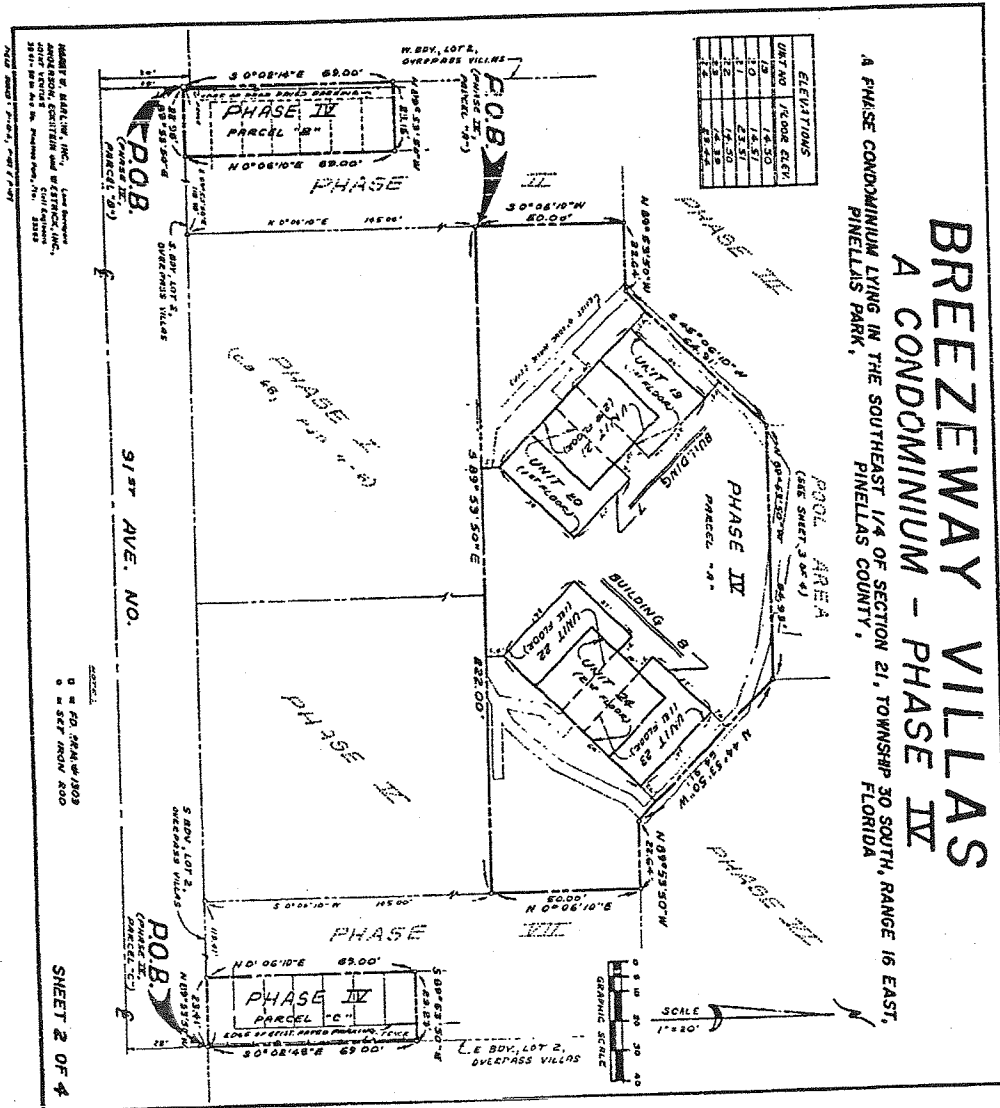


LI 5540 REC 430

A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA

# BREEZEWAY VILLAS A CONDOMINIUM - PHASE IV

UNIT NO.	15008 ELEV.
1	14.50
2	14.57
3	14.57
4	14.50
5	14.50
6	14.50
7	14.50
8	14.50
9	14.50
10	14.50
11	14.50
12	14.50
13	14.50
14	14.50
15	14.50
16	14.50
17	14.50
18	14.50
19	14.50
20	14.50



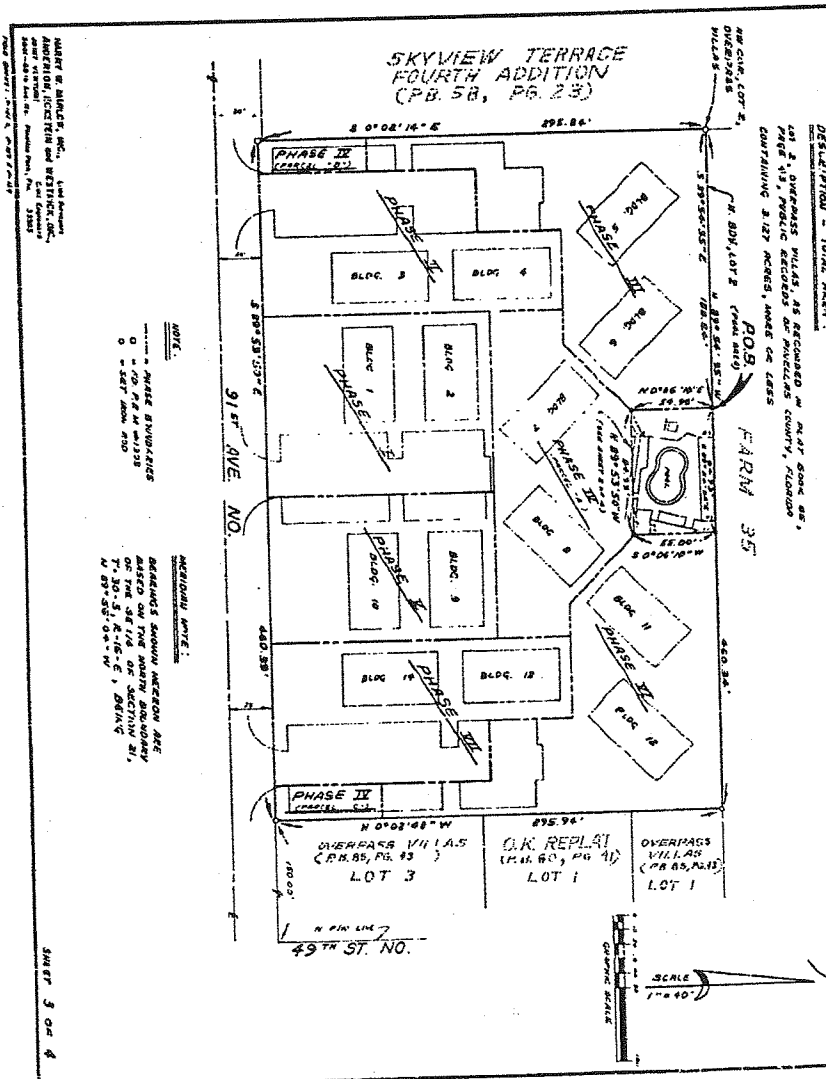
DAVID W. BARTON, INC., Land Surveyors  
 14000 N. W. 22nd St., Suite 200  
 Boca Raton, Florida 33433  
 (407) 361-1111

0 M 50 2444-100  
 0 M 50 2444-100

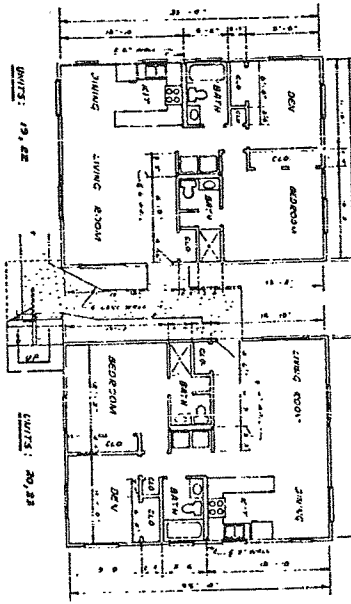
SHEET 2 OF 4

# BREEZEWAY VILLAS A CONDOMINIUM - PHASE PLAN

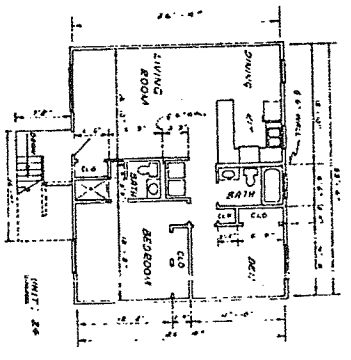
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 15 EAST,  
PINELLAS PARK, PINELLAS COUNTY, FLORIDA



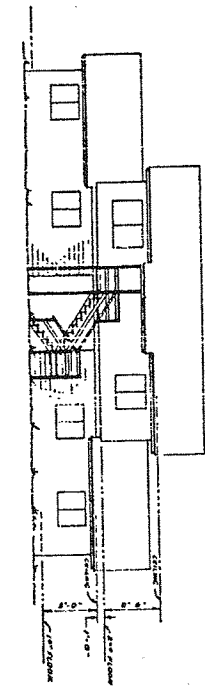
# BREEZEWAY VILLAS A CONDOMINIUM - PHASE IV A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA



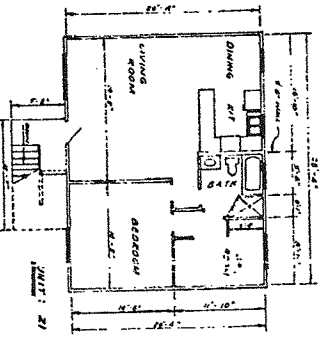
TYPICAL  
FIRST FLOOR UNITS  
SCALE: 1/8" = 1'-0"



SECOND FLOOR UNIT - BUILDING 9  
UNIT: 26



TYPICAL BUILDING  
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



SECOND FLOOR UNIT - BUILDING 7  
SECOND FLOOR UNITS  
SCALE: 1/8" = 1'-0"  
SHEET 4 OF 4

BARNEY W. BUNTON, INC., 1200 BAYVIEW BLVD., ST. PETERSBURG, FLORIDA 34781  
ARCHITECT  
1987-1988  
1989-1990  
1991-1992  
1993-1994  
1995-1996  
1997-1998  
1999-2000  
2001-2002  
2003-2004  
2005-2006  
2007-2008  
2009-2010  
2011-2012  
2013-2014  
2015-2016  
2017-2018  
2019-2020  
2021-2022  
2023-2024  
2025-2026  
2027-2028  
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2085-2086  
2087-2088  
2089-2090  
2091-2092  
2093-2094  
2095-2096  
2097-2098  
2099-2100

AD Fee 27.00 + 4.00  
43 Int 15.00  
Tot 66.00  
6A

83133472

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BREEZEWAY VILLAS, A CONDOMINIUM  
ADDING PHASE V

Jun 12 1 51 PM '83  
Clerk Circuit Court  
Palmer S. DeStefano

KRISEMAN ENTERPRISES, INC., a Florida corporation (herein called the "Developer"), for itself and its successors, grantees and assigns, hereby makes the following Amendment to Declaration of Condominium recorded in Official Records Book 5508, Pages 1318 through 1387, inclusive, of the Public Records of Pinellas County, Florida (herein referred to as the "original Declaration"):

ORIGINAL CONDOMINIUM PLAT PERTAINING THERETO FILED IN CONDOMINIUM PLAT BOOK 68, PAGES 4-6, INCLUSIVE  
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 69, PAGES 110-112

1. The purpose of this Amendment, made pursuant to Florida Statutes §718.403(1981) and Paragraph 9 of the said original Declaration, is to submit to the ownership of the Condominium, those additional lands, together with the improvements thereon, which are described as Phase V in Paragraph 9(b) of said original Declaration.

2. Further, and notwithstanding that said original Declaration provides, in Paragraph 9, that Phase II was to be developed, completed and submitted to condominium ownership prior to either Phase III, IV or V, this Amendment shall declare, and thereby make certain the fact, that Phase V has been developed, completed and is hereby submitted to the ownership of the Condominium, ahead of Phases II and III and out of the phasing sequence set forth in Paragraph 9 of said original Declaration. By virtue of this Amendment and the development, completion and submission of Phase V to the ownership of the Condominium, the undivided share of each unit in the Condominium, as set forth in Paragraph 9(j) of the original Declaration, shall hereby change from 1/12 of total, to 1/18 of total.

3. In accordance with the foregoing, the following described property is hereby submitted to the condominium form of ownership:

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

B. Two (2) buildings housing a total of six (6) units.

4. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A" to the said Declaration of Condominium as amended to include Exhibit "A" hereto. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as all of the common elements pertinent thereto.

5. To carry out the intent of the Developer, pursuant to the original Declaration, and to fulfill the objectives of the said original Declaration, as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the original Declaration a share of the ownership of the common elements, in and

This instrument prepared by and to be returned to  
GEORGE L. PARKER, Partner, Parker, Parker & Biting  
P. O. Box 15320, 3655 Central Avenue  
St. Petersburg, Florida 33733

LAW OFFICES  
PARKER, PARKER & BITING  
3655 CENTRAL AVENUE  
POST OFFICE BOX 15320  
ST. PETERSBURG, FLORIDA 33733

to the land described in Exhibit "A" attached hereto, in accordance with the provisions of Paragraph 9 of said original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

6. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in BREEZEWAY VILLAS, A CONDOMINIUM, Phases I, IV and V to the adjusted undivided interest and share of each Unit in the Condominium as set forth in Paragraph 2 hereinabove.

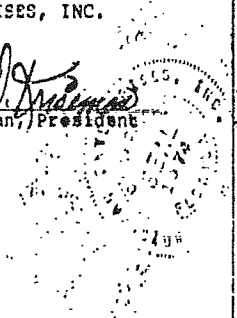
7. All other terms and conditions of the aforesaid Declaration of Condominium of BREEZEWAY VILLAS, A CONDOMINIUM, shall remain in full force and effect.

IN WITNESS WHEREOF, KRISEMAN ENTERPRISES, INC., has caused these presents to be signed in its name by its proper officers thereunto duly authorized this 12th day of July, 1983.

Signed, Sealed and Delivered in the presence of:

Margaret J. Howe KRISEMAN ENTERPRISES, INC.

Donald D. Kriseman By: Donald D. Kriseman  
Donald D. Kriseman, President



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Amendment was acknowledged before me this 12th day of July, 1983, by DONALD D. KRISEMAN, President of KRISEMAN ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

Donald D. Kriseman  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 31, 1986  
Donald D. Kriseman, Inc.

LAW OFFICES  
PARKER, PARKER & BITTING  
1000 CENTRAL AVENUE  
SUITE 1000  
ST. PETERSBURG, FLORIDA 33706

# BREEZEWAY VILLAS

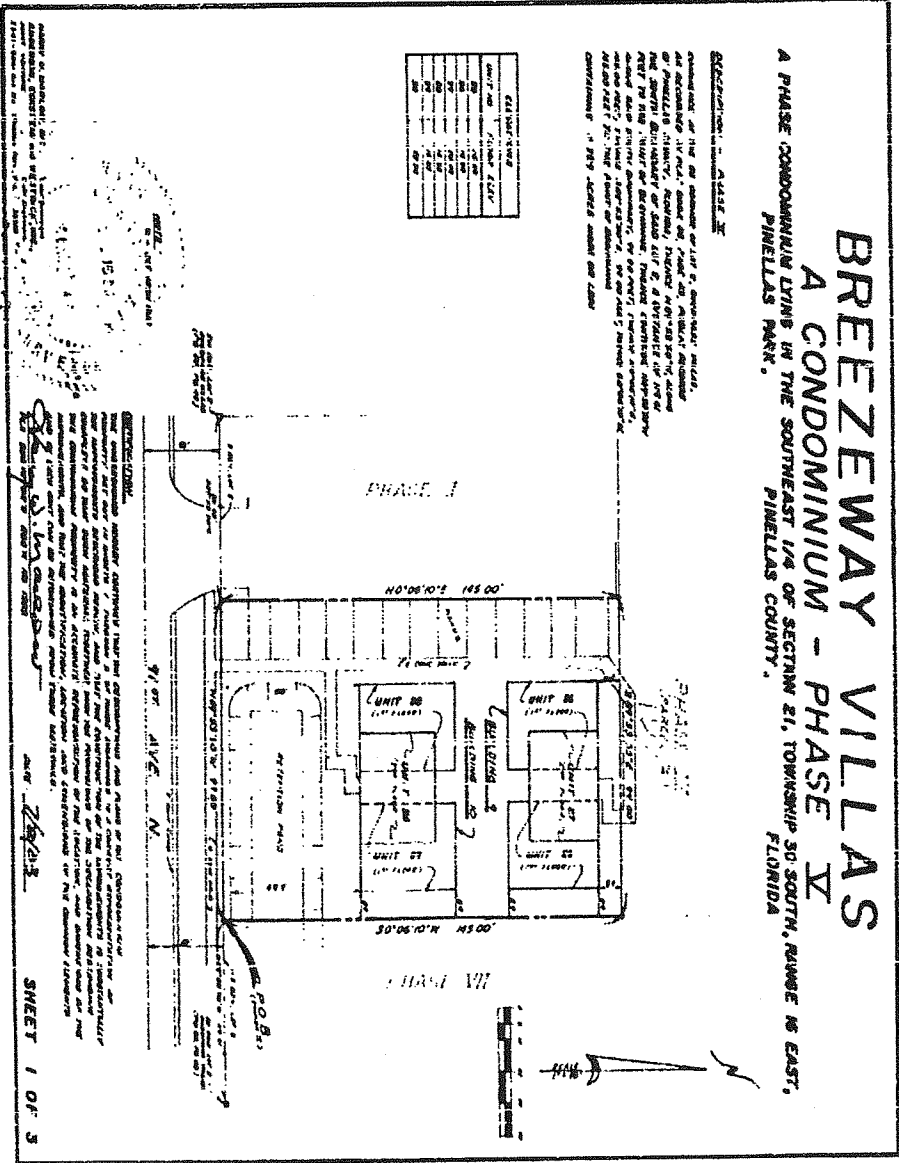
## A CONDOMINIUM - PHASE V

A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA

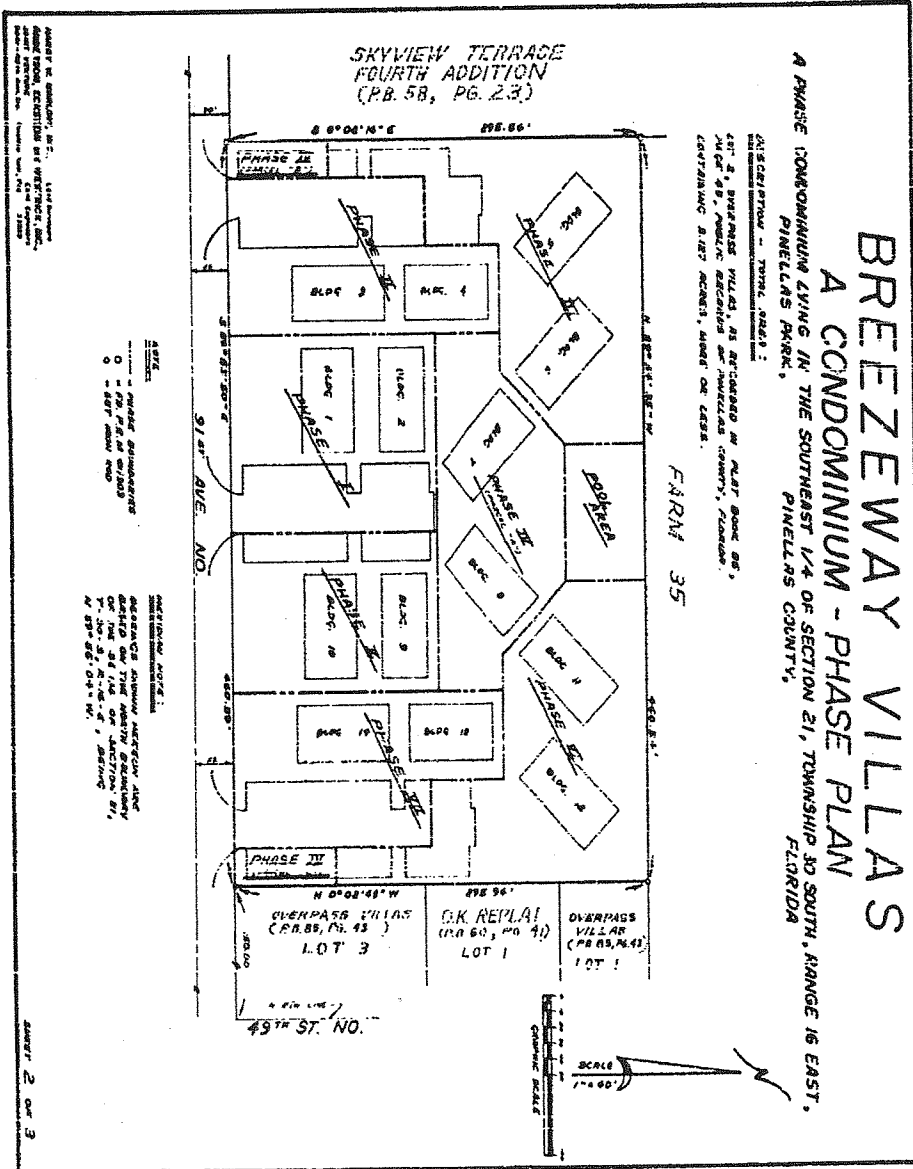
**DESCRIPTION - ASSESS X**

Consistent with the provisions of the Florida Condominium Act, the following information is provided for the purpose of describing the units and common areas of the BreezeWAY Villas Condominium, Phase V, located in the Southeast 1/4 of Section 21, Township 30 South, Range 16 East, Pinellas Park, Pinellas County, Florida. The units and common areas are described as follows:

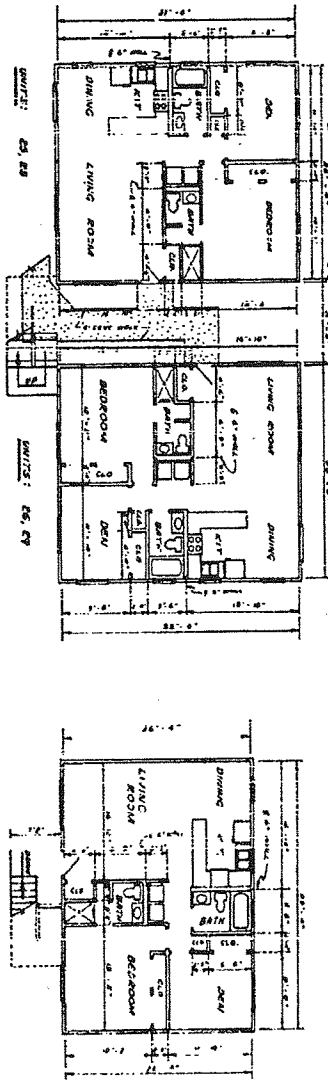
UNIT NO.	AREA (SQ. FT.)
1	1,100
2	1,100
3	1,100
4	1,100
5	1,100
6	1,100
7	1,100
8	1,100
9	1,100
10	1,100
11	1,100
12	1,100
13	1,100
14	1,100
15	1,100
16	1,100
17	1,100
18	1,100
19	1,100
20	1,100



**CONDOMINIUM:**  
 The condominium consists of the units and common areas described herein. The units and common areas are described as follows:  
 UNIT NO. 1 through 20  
 RECEPTION AREA  
 STAIRWAYS  
 ELEVATORS  
 COMMON AREAS  
 DRIVEWAYS  
 PARKING AREAS  
 The units and common areas are described as follows:  
 UNIT NO. 1 through 20  
 RECEPTION AREA  
 STAIRWAYS  
 ELEVATORS  
 COMMON AREAS  
 DRIVEWAYS  
 PARKING AREAS

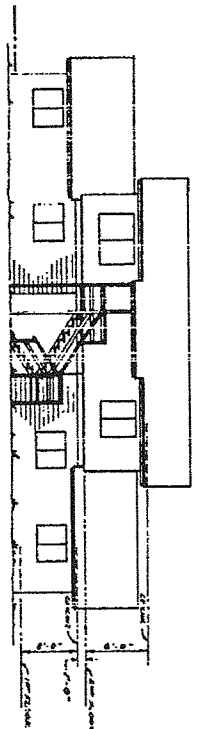


**BREEZEWAY VILLAS**  
**A CONDOMINIUM - PHASE IV**  
 A PHASE CONDOMINIUM LIVING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST,  
 PINELLAS PARK, PINELLAS COUNTY, FLORIDA



**TYPICAL**  
**FIRST FLOOR UNITS**  
 UNIT: 24, 28

**TYPICAL**  
**SECOND FLOOR UNITS**  
 UNIT: 25, 29



**TYPICAL BUILDING**  
**FRONT ELEVATION**  
 SCALE: 1/8" = 1'-0"

DESIGNED BY: HARRISON, INC. - Tampa, FL  
 ARCHITECT: HARRISON, INC. - Tampa, FL  
 ENGINEER: HARRISON, INC. - Tampa, FL  
 DATE: 10/15/88