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DECLARATION OF CONDOMINIUM

FOR

BEL-FOREST MANOR

CONDOMINIUMS

SUBMISSION STATEMENTPINELLAS CO. FLORIDA
CLERK OF CIRCUIT COURT

APR 21 2 00 PM '00

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SCIMENS DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "the Developer" for itself, its successors, grantees and assigns, being the fee simple title holder to the real property described in Exhibit A, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, which is in effect at the time of this submission, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

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

1. Name

1.01 The name of the condominium is: BEL-FOREST MANOR CONDOMINIUMS.

1.02 The name of the unit owners' Association is BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as the "Association".

1.03 The resident or registered agent designated to receive service of process upon the Association is ERNEST L. MASCARA, whose address is Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701.

This instrument was prepared by
 TO: ERNEST L. MASCARA
 Attorney at Law
 10th Floor - Florida Federal Bldg.
 Post Office Box 3542
 St. Petersburg, Florida 33731

.....Condominium plats pertaining hereto are filed
 in Condominium Plat Book 36, Pages 29 thru
 32 inclusive.....

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2. Land

The land comprising this Condominium is described on Exhibit A, attached hereto and made a part hereof, as is fully set forth herein.

3. Definitions

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

3.01 "Assessment" - means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

3.02 "Association" - means the corporate entity described in Article 1.02 hereof, and its successors, which is responsible for the operation of the condominium.

3.03 "Board of Directors" means the board of administrators or other representative body responsible for administration of the Association.

3.04 "Bylaws" - means the Bylaws for the government of the condominium as they exist from time to time.

3.05 "Common Elements" - means the portions of the condominium property not included in the units.

3.06 "Common Expenses" - means the expenses and assessments properly incurred by the Association for the condominium.

3.07 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

3.08 "Condominium" - means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

3.09 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

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3.10 "Condominium Property" - means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the Condominium.

3.11 "Declaration of Condominium" - means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended. Throughout this instrument "Declaration of Condominium" shall be called the "Declaration."

3.12 "Developer" - means Scimens Development Corporation solely.

3.13 "Limited Common Elements" - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

3.14 "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like business entity and all purchase money first mortgagees. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" and "institutional first mortgagee".

3.15 "Operation" or "Operation of the Condominium" - means and includes the administration and management of the condominium property.

3.16 "Residential Condominium" - means a condominium comprised of condominium units any of which are intended for use as a private residence, domicile or homestead.

3.17 "Unit" - means a part of the condominium property which is to be subject to private ownership, as designated on Exhibits attached to and made a part of this Declaration.

3.18 "Unit Owner" or "Owner of a Unit" - means the owner of a condominium parcel.

3.19 "Utility Service" - means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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4. Description - The condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership, is set forth on Exhibit A, attached hereto. A graphic description of the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions is attached hereto as Exhibit A.

4.02 The Developer reserves the right to change the interior design or arrangement of all units as long as the Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and mortgagee, if any, and need not be approved by the Association, contract vendees, unit owners, or by the condominium, anything herein to the contrary notwithstanding.

4.03 The following non-exclusive easements are expressly granted and/or reserved in favor of the owners and occupants of any condominium unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium area. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over,

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through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

(4) Maintenance: Blanket non-exclusive easements are reserved throughout the common and limited common areas of the condominium property, for maintenance purposes in order to adequately maintain such areas.

(5) Access: Each unit owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any limited common elements for the purpose of ingress and egress.

(6) Roads: All unit owners and occupants of any condominium unit, their guests and invitees shall have an easement over any private roads constructed on the condominium property, if any.

(7) Mortgages: In the event any easements, herein referred to, are encumbered by a lien, or other than those on the condominium parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said lien. In the alternative, an appropriate non-disturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

4.04 Unit Boundaries: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

(1) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with perimetrical boundaries.

(a) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundaries: The horizontal plane of the undecorated finished floor.

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(2) Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the decorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon, and when there is attached to the building or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(b) Interior Building Walls: The undecorated interior surfaces extending to the intersections with their perimetrical boundaries.

(c) Limitation: The owner of each condominium unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective condominium unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running rough or adjacent to said condominium unit which are utilized for or serve more than one condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

(3) Any air conditioning equipment which serves only a single unit shall be considered part of said unit and not a common element.

5. Phase Development

5.01 The Condominium declared herein shall be a phase condominium in accordance with §718.403, Florida Statutes, and the Developer is presently submitting Phase 1 to the condominium form of ownership. The Developer plans to submit two additional phases in the future in accordance with Exhibit "A" attached hereto and by this reference made a part hereof. Provided, however, the Developer shall have no obligation to submit Phase 2 and Phase 3 to the condominium form of ownership with this Declaration and the future development of Phase 2 and Phase 3 shall be at the sole discretion of Developer.

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5.02 The impact which the completion of subsequent phases would have upon the initial phase submitted herewith would be that the percentage ownership in the common elements would be reduced in accordance with Exhibit "B" hereof.

5.03 The time period within which each phase shall be completed is more particularly set forth in Exhibit "D" attached hereto. In addition, the number and general size of units to be included in each phase is described therein.

5.04 The land which may become part of the condominium and the land on which each phase is to be built is set forth in Exhibit "A" attached hereto.

5.05 Each unit's percentage ownership in the common element as each phase is added is more particularly set forth in Exhibit "B" hereof.

5.06 All recreation areas and facilities to be owned as common elements by all unit owners and all personal property to be provided will not be changed by virtue of the Developer not constructing any future phase contemplated hereby.

5.07 The membership vote and ownership in the Association attributable to each unit shall be one vote per unit regardless of whether any future phase is not constructed.

6. Amendment of Declaration

6.01 This Declaration may be modified or amended by complying with §718.110, Florida Statutes.

6.02 Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal 100 percent or if more than 100 percent of common elements or common expenses or ownership of the common surplus shall have been distributed. The Developer may amend this Declaration as aforesaid by filing an amended legal description (or descriptions) as an amendment to this Declaration among the Public Records of Pinellas County, Florida, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by

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reference to the exhibit containing said legal description or otherwise) in addition to the corrected legal description.

Amendment (or amendments) need be executed and acknowledged only by the Developer and need not be approved by the association, unit owners, lienors, or mortgagees of units of Condominium, except for the written consent of the affected mortgagees. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. Also, the Developer may amend this Declaration without consents by the unit owners or mortgagees to add future phases as contemplated hereby and to evidence substantial completion of the phase submitted.

7. Termination of Condominium

7.01 All of the unit owners may remove the condominium property from the provisions of the Condominium Act by complying with §718.117, Florida Statutes.

8. Limited Common Elements

There are limited common elements appurtenant to each of the units in this condominium, such as parking spaces shown and reflected on the Floor and Plot Plans set forth in Exhibit "A" attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and they shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. The maintenance expense for all parking spaces shall be considered common elements for the purpose of cost of repair and maintenance.

9. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

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9.01 Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but be not limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

9.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association and all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and be charged as a common expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The institutional mortgagee having the highest dollar of indebtedness on units in the condominium property, may have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

(2) At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee originally having the next highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

9.03 Loss Payable Provision: All policies purchased by the Association shall be for the benefit of the Association,

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all unit owners, and their respective mortgagees, as their interests may appear. Such policies shall be deposited with the Association. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, and the form or content of the policies. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes herein stated, and for the benefit of itself, the unit owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares but such shares need not be set forth upon the records of the Association:

(1) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article 9, for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees: In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

9.04 Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners and expended or disbursed in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored,

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the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to Paragraph 9.08 below). All remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article 9, or retained pursuant to Paragraph 9.08 herein.

(3) Certificate: In making distribution to unit owners and their mortgagees, the Association may rely upon a certificate of ownership as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida.

9.05 Loss Within a Single Unit: If loss shall occur within a single unit without damage of the common elements, the insurance proceeds shall be distributed to the beneficial unit owner with remittances to said unit owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same; provided, however, such remittance shall be made solely to an institutional first mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the unit owner shall be fully responsible for the restoration of his unit.

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9.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or inconsequential damage or loss to any individual unit and if such damage or loss to the common elements is less than \$3,000, the insurance proceeds shall be payable to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) herein, if the damage or loss involves any individual unit as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Association for the repair and restoration of the property; provided, however, that upon the request of the original institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the original institutional first mortgagee having the greatest number of first mortgages on the condominium property is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Association. The Association may rely upon the above-referenced certificate and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver bills and waivers of mechanics' liens to the Association, and the Association may require that the aforesaid institutional first mortgagee execute and affidavit evidencing the same. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

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(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit 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 a specific individual unit which has been damaged, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessments funds shall be delivered to the Association and added to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

9.07 "Very Substantial Damage": As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in any building comprising the condominium property is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

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(1) If such very substantial damage has occurred to the building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Association solely for the benefit of unit owners (and their mortgagees) of said building. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building, in the absence of a determination to abandon the condominium, unit owners of the building not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

(2) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 718.17 of the Condominium Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required, as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.

(c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall

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be delivered to the Association and added by said Association to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Association for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to institutional first mortgagees, and in the event it is determined not to abandon the condominium and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagees, and said unit owner and his unit shall be subject to special assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon institutional first mortgagees).

9.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the Association shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

9.09 Certificate: The Association may rely upon a certificate of a majority of the Board of Directors of the Association certifying as to whether or not the damaged property is to be repaired and restored.

9.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

9.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

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9.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

9.13 Workmen's Compensation policy and Flood Insurance to meet the requirements of law.

9.14 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.

9.16 Anything in this Article 14 to the contrary notwithstanding, a mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) it is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

10. Sales, Rental, Lease or Transfer

10.01 In the event any unit owner wishes to sell, transfer, rent or lease his unit, the Association shall have the right of prior approval. Any attempt to sell, rent or lease said unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association

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in the event of a sale or lease without prior approval as herein provided.

10.02 Should a unit owner wish to sell, transfer, lease or rent his condominium unit, he shall, before accepting any offer to purchase, sell, lease or rent his condominium unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association.

10.03 The Board of Directors of the Association, within five (5) business days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or not consent to the transaction specified in said notice.

10.04 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

10.05 No sub-leasing or sub-renting shall be permitted.

10.06 If a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article 10. The foregoing shall not be deemed an assignment or sub-leasing of a unit.

10.07 Anything in this Article 15 to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors.

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10.08 This Article shall not be applicable to the Developer which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain model units, have signs, employees in the offices, use the common elements and show units. Sales offices signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

10.09 Notwithstanding anything contained herein to the contrary, no unit owner shall be permitted to lease his unit to any person, persons, friend or other entity for a period of not less than three (3) months, for or without consideration. If any unit owner violates this section, the Association shall be permitted to take every legal remedy available to prevent such violation and the unit owner in violation of this section, regardless of whether he prevails, shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation.

11. Liens

11.01 With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

11.02 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

11.03 Service or delivery of notices, papers or copies thereof permitted or required under the Mechanics' Lien Law for or incident to the perfection or enforcement of liens arising from labor or materials furnished, duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the common elements may be brought against the Association and the owners of units shall not be deemed necessary parties to such suits.

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12. The Association - By-Laws

The operation of the condominium property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C". The Bylaws may be modified or amended as provided in Article Seventeen of said Bylaws. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

13. The Association, its Powers and Responsibilities

13.01 The operation of the condominium shall be vested in the Association.

13.02 The officers and directors of the Association shall have a fiduciary relationship to the unit owners.

13.03 No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

13.04 The powers and duties of the Association shall include those set forth in the Bylaws referred to above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including but not limited to:

(1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units.

(2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include, but are not limited to a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the

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dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

(4) The power to pay any and all taxes which might be assessed against the Association.

(5) The power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and repair of the common elements and in connection therewith, to delegate to the management agent such duties and functions necessary for the operation of the Condominium, provided that the Association shall at all times retain all rights, powers and duties granted to it by the condominium documents and the Condominium Act. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming, and consenting to the execution of the same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(6) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety, and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

(7) The power to own, convey and encumber real and personal property.

(8) The power to execute contracts, deeds, mortgages, leases and other instruments.

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(9) To purchase units in the condominium and acquire and hold, lease, mortgage and convey the same.

13.05 When the Board of Directors of the Association is not controlled by the Developer, the Association shall have the authority and power to maintain a class action and to bring a cause of action on behalf of the unit owners with reference to matters of common interest, including but not limited to, the common elements, the roof and structural elements of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a unit. In any case in which the Association has the authority and the power to maintain a class action, the Association may be joined in an action as representatives of the class with reference to litigations and disputes involving the matters for which the Association could bring a class action.

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

14. Maintenance; Limitation Upon Improvement

14.01 The maintenance of the common elements shall be the responsibility of the Association.

14.02 There shall be no material alterations or substantial additions to the common elements or limited common elements, except as provided herein.

14.03 No unit owner shall make any alterations in portions of the improvements of the condominium which are to be maintained by the Association, or to remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

15. Assessments, Liabilities, Lien and Priority, Interest, Collections

15.01 The Association, through its Board of Directors, shall be subject to the provisions of the Bylaws applicable thereto,

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all have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the association may contract. The assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

15.02 The initial estimated assessment chargeable to a unit owner for common expenses shall be the amounts set forth in Exhibit "E" attached hereto.

15.03 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all courts costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorneys' fees shall be deemed to mean ten percent (10%) of the amount sought to be collected or such reasonable greater sums as a court might award at the trial and/or appellate level, but in either event no less than Seventy-Five Dollars (\$75.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time of recording in the public records of Pinellas County, Florida a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due at the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

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The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby.

15.04 Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

15.05 Where a mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

15.06 Any person who acquires an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due following by the former owner have been paid.

15.07 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium

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parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

15.08 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

15.09 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.

15.10 Except as set forth in Section 15.05, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(1) The Developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such Declaration is recorded, or for a period terminating with the first day of the month of the fourth succeeding calendar month after the closing of the purchase and sale of any condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative developer, whichever shall be the later date; or

(2) The Developer may be excused from the payment of his share of the common expense in respect of those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer making the guarantee shall not increase over a stated dollar amount and obligate himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

16. Annual Assessment

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16.01 The Board of Directors of the Association shall approve annual budgets in accordance with the provisions of the Bylaws of the Association, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.

16.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "B"; however, said assessment shall be allocated to the unit owner on a quarterly basis, but be payable in advance, in equal monthly installments on the 1st day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages if a deficit should develop in the Association's treasury for the payment of common expenses.

17. Obligations of Members

In addition to the other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

17.01 Promptly pay the assessments levied by the Association.

17.02 Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit. ← ?

17.03 Not use or permit the use of his unit for any purpose other than as a single family residence.

17.04 Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

17.05 Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the owner's property by, through or under him do likewise.

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17.06 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building without the prior written consent of the Association.

17.07 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Declaration.

17.08 Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

17.09 Abide by any regulations regarding children as may be established by the Association. Specifically, children under the age of sixteen may not permanently reside in any condominium unit but said children may visit said condominium unit temporarily for a period not to exceed twenty (20) days within any consecutive twelve-month period.

17.10 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

17.11 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "B" of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

17.12 Use the parking space specifically assigned to him, which parking space shall be considered a limited common element.

17.13 Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

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17.14 Not hang any laundry, garments or other unsightly objects which are visible outside of the unit.

17.15 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

17.16 Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

17.17 Parking in assigned, unassigned or guest spaces shall be limited to passenger automobiles, and passenger station wagons, vans, trucks under a one ton weight, motorcycles and all other vehicles, trailers and other instruments and matters not specifically authorized herein shall not be permitted in said parking spaces unless the Association gives its prior written consent. In addition, no storage of boats, campers, or inoperative automobiles are permitted on the condominium property.

18. Transfer of Association Control

18.01 Transfer of Association control shall be in accordance with §718.301, Florida Statutes.

19. Miscellaneous

19.01 If any provisions of this Declaration, or of the Bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

19.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

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19.03 Each unit owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they may exist from time to time. Failure to do so shall entitle the Association or any other unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

19.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

19.05 No unit shall be occupied by more than one family.

19.06 A unit owner shall not have the right to keep pets, birds or other animals in his unit unless such pet is a dog weighing less than 12 pounds and unless such dog was owned by and in the possession of the unit owner prior to and at the time of the original purchase of the unit from the Developer. No new pets are permitted. Those dogs that are permitted are only allowed in the common area or limited common area provided they are leashed. In addition, no caged animals are permitted. The right, hereby granted, shall be subject to any and all regulations concerning animals that may be established from time to time by the Association.

19.07 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any unit owners.

IN WITNESS WHEREOF, SCIMENS DEVELOPMENT CORPORATION,
a Florida corporation has hereunto set its corporate hand and

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seal on this, the 23rd day of August, 1979.

Signed, sealed and delivered SCIMENS DEVELOPMENT CORPORATION
in the presence of: a Florida corporation

Delores Valente
May L. Green

By: Louis Scimens
Its President
Attest: Ernest L. Mascara
Its Asst Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 23rd day of AUGUST, 1979, by LOUIS SCIMENS
and ERNEST L. MASCARA, the President and the Asst
Secretary of SCIMENS DEVELOPMENT CORPORATION, a Florida corpora-
tion, on behalf of the corporation.

William Valente
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

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JOINDER OF MORTGAGEE

The mortgagee, FIRST NATIONAL BANK & TRUST COMPANY, a national banking association, as the only holder and owner of an encumbrance of record of the real property which is being submitted herein for condominium ownership, hereby consents to the Declaration of Condominium of Bel-Forest Manor Condominiums, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium created herein. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property dated December 27, 1979, and recorded in Official Records Book 4795, commencing at Page 2080, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, FIRST NATIONAL BANK & TRUST COMPANY, a national banking association, has hereunto set its hand and seal on this 23 day of August, 1979.

Signed, sealed and delivered FIRST NATIONAL BANK & TRUST COMPANY in the presence of:

BY [Signature]
Its Vice President

ATTEST [Signature]
Its Vice President & Trust Officer

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of August, 1979, by L. E. Holdren and Olive O. Davis, the Vice President and the Vice President & Trust Officer, respectively, of First National Bank & Trust Company, a national banking association, on behalf of the association.

[Signature]
Notary Public

(SEAL)

My Commission Expires:
MY COMMISSION EXPIRES MAY 15 1980
BONDED-TENNY GENERAL INS. UNDERWRITERS

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EXHIBIT "A"

DESCRIPTION OF PHASE 1 OF BEL-Forest MANOR CONDOMINIUMS AND
I HEREBY SUBMITS ONLY THE FIRST PHASE AS SET FORTH BELOW
INDOMINIUM FORM OF OWNERSHIP:

LEGAL DESCRIPTION: From the Northwest corner of the East
Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 29
Range 15 East, as a point of reference; thence S.03°23'02"W.,
1150.60 feet to a point of reference; thence S.03°23'02"W.,
125.96 feet to an intersection with a North right of way line of 8th Avenue Northwest
(Cherokee road); thence S.89°15'26"E., along said right of way
line being 50.00 feet North of and parallel to the
line of 8th Avenue Northwest, 407.33 feet to an intersection
with a West right of way line, Bellaire Forest Drive, (A 50 foot
right of way); thence N.01°34'12"E., along said right of way line
76.67 feet; thence leaving said right of way line N.88°25'48"W.,
76.67 feet; thence N.01°34'12"E., 76.67 feet; thence N.88°25'48"W.,
76.67 feet to the point of beginning.

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LEGAL DESCRIPTION FOR PROPOSED PHASE 2 AND PROPOSED PHASE 3 OF
BELL-Forest MANOR CONDOMINIUMS AND SAID PHASES ARE NOT SUBMITTED
TO THE CONDOMINIUM FORM OF OWNERSHIP BUT ARE SOLELY PROPOSED PHASES.

PHASE 2 PROPOSED LEGAL DESCRIPTION: From the Northwest corner of the
East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township
29 South, Range 15 East, as a point of reference; thence S03°23'02"W.,
along the West line of said East $\frac{1}{4}$, 898.48 feet for a point of beginn-
ing; thence continue S03°23'02"W., along the said West line 252.12 feet;
thence leaving said line S88°25'48"E., 312.30 feet; thence S01°34'12"W.,
16.67 feet; thence S88°25'48"E., 91.00 feet to an intersection with the
West right of way line of Bellaire Forest Drive (A 50 foot right of way);
thence N01°34'12"E., along said right of way line, 328.67 feet; thence
leaving said right of way line N88°25'48"W., 395.32 feet to a point of
beginning.

PHASE 3 PROPOSED LEGAL DESCRIPTION: From the Northwest corner of the
East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township
29 South, Range 15 East, as a point of reference; thence S.03°23'02"W.,
1276.56 feet to the North right of way line of 8th Avenue Northwest
(Mehlenbacher Road); thence S.89°15'26"E., along said right of way line,
said line being 50.00 feet North of and parallel to the centerline of
8th Avenue Northwest, 457.33 feet to a point of beginning.

Thence continue S.89°15'26"E., along said line 190.03 feet to the
intersection of the West right of way line of SCL Railroad (A 60
foot right of way); thence N.01°34'12"E., along said line, 432.55
feet; thence leaving said Railroad right of way line N.88°25'48"W.,
490.00 feet to an intersection with the East right of way line of
Bellaire Forest Drive (A 50 foot right of way); thence S.01°34'12"W.,
along said right of way line, 435.30 feet to a point of beginning.

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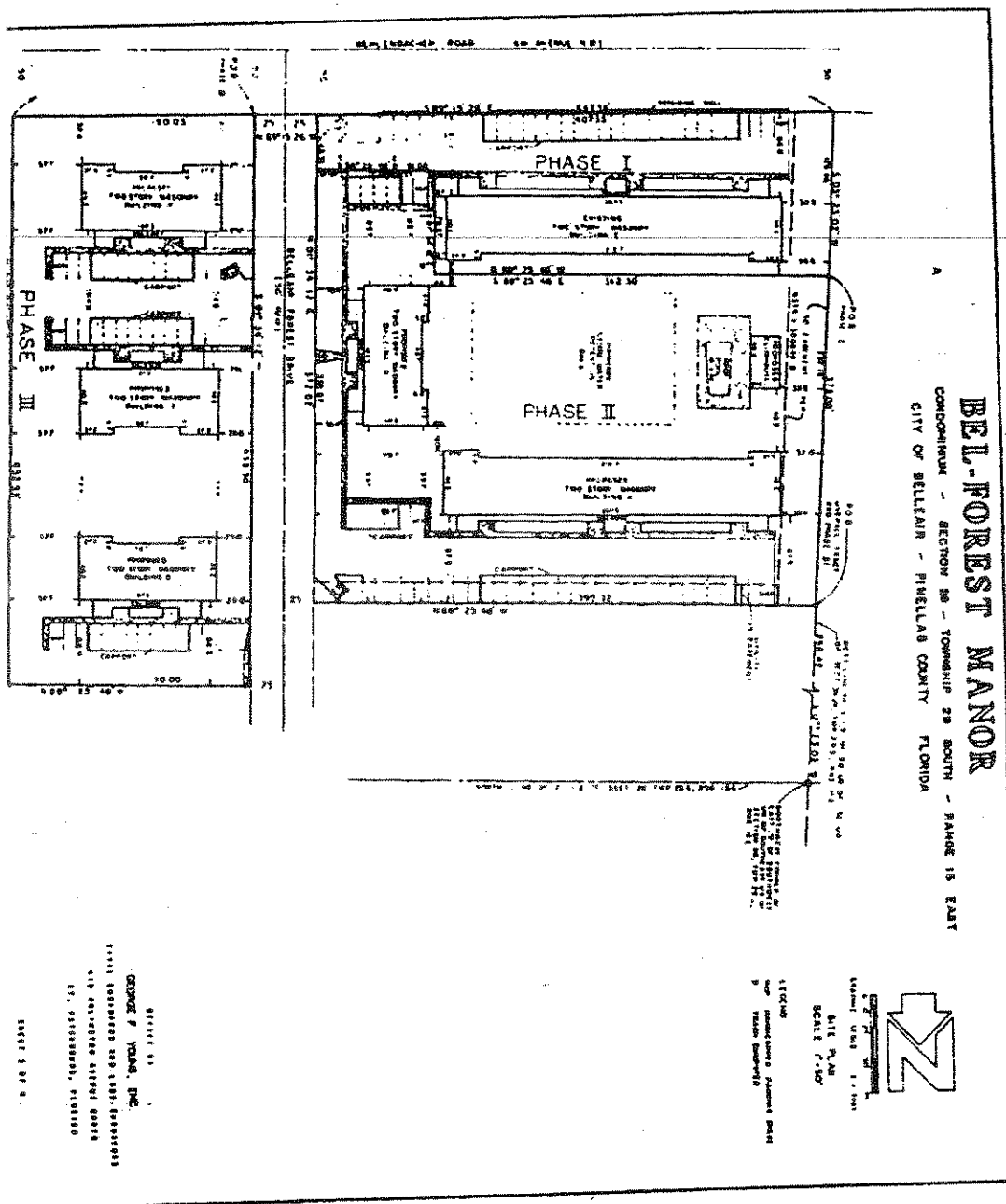
LEGAL DESCRIPTION FOR PROPOSED PHASE 2 AND PROPOSED PHASE 3 OF
BEL-Forest MANOR CONDOMINIUMS AND SAID PHASES ARE NOT SUBMITTED
TO THE CONDOMINIUM FORM OF OWNERSHIP BUT ARE SOLELY PROPOSED PHASES.

PHASE 2 PROPOSED LEGAL DESCRIPTION: From the Northwest corner of the
East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township
29 South, Range 15 East, as a point of reference; thence S03°23'02"W.,
along the West line of said East $\frac{1}{4}$, 898.48 feet for a point of beginn-
ing; thence continue S03°23'02"W., along the said West line 252.12 feet;
thence leaving said line S88°25'48"E., 312.30 feet; thence S01°34'12"W.,
76.67 feet; thence S88°25'48"E., 91.00 feet to an intersection with the
West right of way line of Bellaire Forest Drive (A 50 foot right of way);
thence N01°34'12"E., along said right of way line, 328.67 feet; thence
leaving said right of way line N88°25'48"W., 395.32 feet to a point of
beginning.

PHASE 3 PROPOSED LEGAL DESCRIPTION: From the Northwest corner of the
East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township
29 South, Range 15 East, as a point of reference; thence S.03°23'02"W.,
1276.56 feet to the North right of way line of 8th Avenue Northwest
(Mehlenbacher Road); thence S.89°15'26"E., along said right of way line,
said line being 50.00 feet North of and parallel to the centerline of
8th Avenue Northwest, 457.33 feet to a point of beginning.

Thence continue S.89°15'26"E., along said line 190.03 feet to the
intersection of the West right of way line of SCL Railroad (A 60
foot right of way); thence N.01°34'12"E., along said line, 432.55
feet; thence leaving said Railroad right of way line N.88°25'48"W.,
490.00 feet to an intersection with the East right of way line of
Bellaire Forest Drive (A 50 foot right of way); thence S.01°34'12"W.,
along said right of way line, 435.30 feet to a point of beginning.

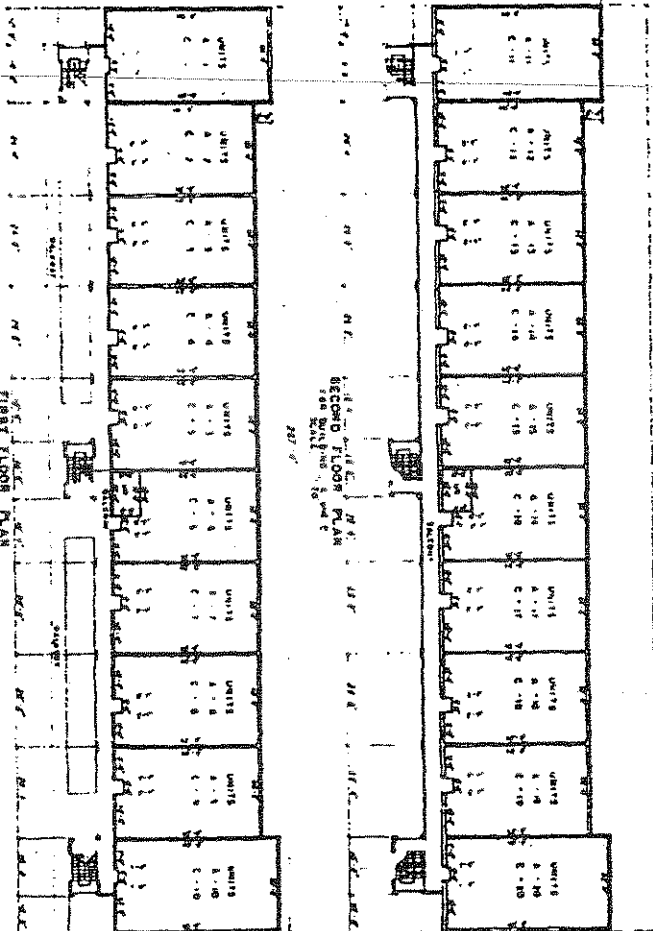
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ROAD 15 INDEPENDENT STATE TO TWINGING BIL

BEL-FOREST MANOR
COMMODITY SECTION 25 TOWNSHIP 25 SOUTH RANGE 15 EAST
CITY OF SULLY, MISSISSIPPI COUNTY FLORIDA



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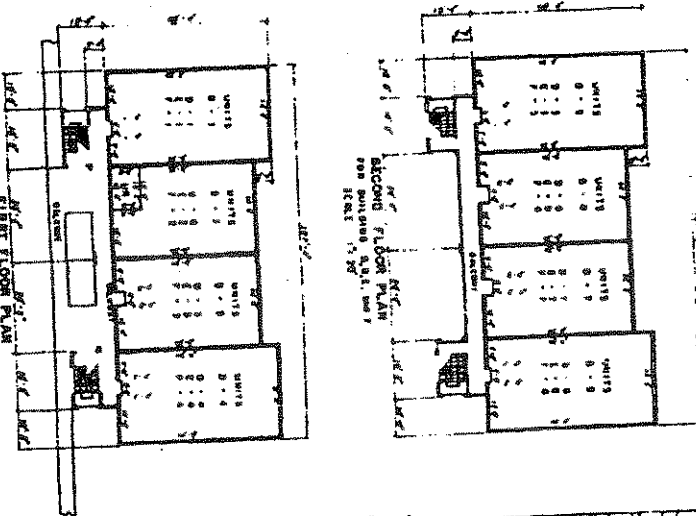
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SECTION 355 TOWNSHIP 28 SOUTH RANGE 19 EAST
CONDOMINIUM
CITY OF BELLAIR, PINELAS COUNTY FLORIDA

THE ORIGINAL OF THIS INSTRUMENT IS POOR



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C	Pre. Elevation	CDL-08	CDL-08	
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5. Understanding of the law and the evidence
6. The ability to apply the law to the facts
7. The ability to communicate effectively
8. The ability to work with others
9. The ability to manage time and resources
10. The ability to solve problems
11. The ability to make decisions
12. The ability to adapt to change
13. The ability to learn from experience
14. The ability to take initiative
15. The ability to be a team player
16. The ability to be a leader
17. The ability to be a manager
18. The ability to be a negotiator
19. The ability to be a mediator
20. The ability to be a conflict resolver
21. The ability to be a change agent
22. The ability to be a project manager
23. The ability to be a business developer
24. The ability to be a salesperson
25. The ability to be a customer service representative
26. The ability to be a human resources manager
27. The ability to be a financial manager
28. The ability to be a marketing manager
29. The ability to be a operations manager
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32. The ability to be a product manager
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姓名	性别	年龄	职业	住址
张三	男	35	教师	北京市朝阳区
李四	女	28	医生	北京市海淀区
王五	男	42	工程师	上海市浦东新区
赵六	女	31	护士	广州市天河区
孙七	男	25	学生	深圳市南山区
周八	女	38	公务员	武汉市江汉区
吴九	男	45	商人	杭州市西湖区
郑十	女	33	记者	成都市锦江区
冯十一	男	29	程序员	南京市鼓楼区
陈十二	女	36	律师	昆明市五华区
林十三	男	41	农民	贵阳市南明区
刘十四	女	27	歌手	海口市龙华区
周十五	男	34	画家	海口市秀英区
吴十六	女	30	舞蹈家	海口市琼山区
郑十七	男	37	作家	海口市美兰区
冯十八	女	26	模特	海口市西山区
陈十九	男	43	科学家	海口市龙华区
林二十	女	32	企业家	海口市美兰区
刘二十一	男	28	运动员	海口市西山区
周二十二	女	35	心理咨询师	海口市龙华区
吴二十三	男	40	翻译	海口市美兰区
郑二十四	女	31	营养师	海口市西山区
冯二十五	男	29	程序员	海口市龙华区
陈二十六	女	36	律师	海口市美兰区
林二十七	男	41	农民	海口市西山区
刘二十八	女	27	歌手	海口市龙华区
周二十九	男	34	画家	海口市美兰区
吴三十	女	30	舞蹈家	海口市西山区
郑三十一	男	37	作家	海口市龙华区
冯三十二	女	26	模特	海口市美兰区
陈三十三	男	43	科学家	海口市西山区
林三十四	女	32	企业家	海口市龙华区
刘三十五	男	28	运动员	海口市美兰区
周三十六	女	35	心理咨询师	海口市西山区
吴三十七	男	40	翻译	海口市龙华区
郑三十八	女	31	营养师	海口市美兰区
冯三十九	男	29	程序员	海口市西山区
陈四十	女	36	律师	海口市龙华区
林四十一	男	41	农民	海口市美兰区
刘四十二	女	27	歌手	海口市西山区
周四十三	男	34	画家	海口市龙华区
吴四十四	女	30	舞蹈家	海口市美兰区
郑四十五	男	37	作家	海口市西山区
冯四十六	女	26	模特	海口市龙华区
陈四十七	男	43	科学家	海口市美兰区
林四十八	女	32	企业家	海口市西山区
刘四十九	男	28	运动员	海口市龙华区
周五十	女	35	心理咨询师	海口市美兰区

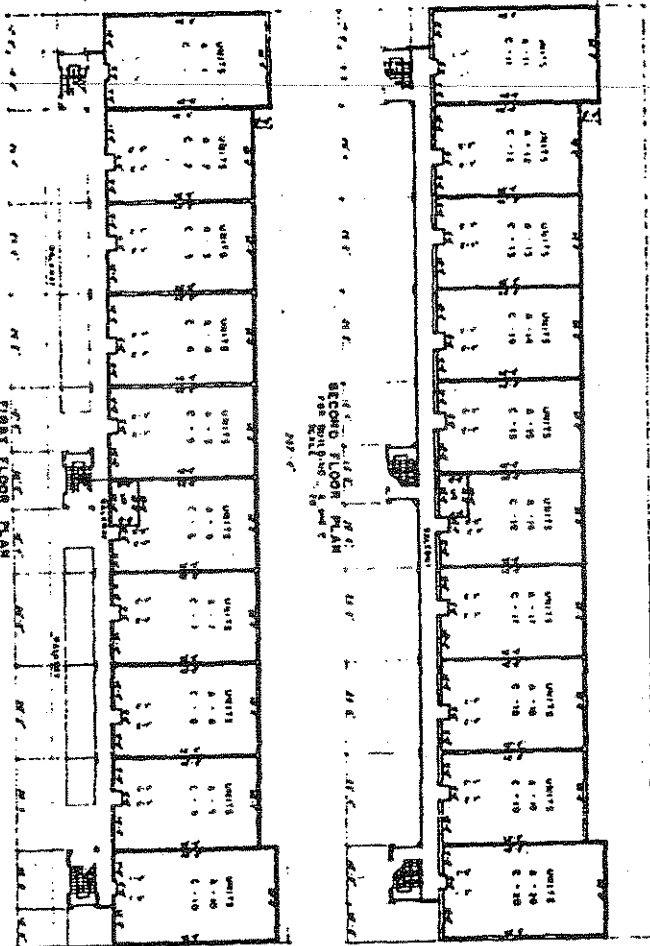
ମୁଖ୍ୟମନ୍ତ୍ରୀଙ୍କୁ
ସମ୍ମାନନୀୟ ଭାବେ
ସ୍ୱାଗତ କରାଯାଉଛି ।

REPORT OF
GEORGE F. YOUNG, JR.
RE: INVESTIGATION INTO THE DISAPPEARANCE
OF BERNARD L. BELL
IN 1940-1941, 1942-1943

OR. 4902 PAGE 518

THE ORIGINAL OF THIS INSTRUMENT IS POOR

BEL-Forest MANOR
CONDOMINIUM SECTION 28 TOWNSHIP 29 SOUTH RANGE 18 EAST
CITY OF BELLEAIR, PINELLAS COUNTY FLORIDA



NOTES:
1. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.
3. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.
4. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.

PHASE 2
BUILDING 10
BUILDING 11

FIRST FLOOR PLAN
FOR BUILDING 10 AND 11

DESIGNED BY: YOUNG, INC.
CIVIL ENGINEERS AND ARCHITECTS
11100 BELLEAIR BOULEVARD, SUITE 100
BELLEAIR, FLORIDA 34608

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EXHIBIT "B"

BEL-FOREST MANOR CONDOMINIUMS

Percentage Ownership of Common Elements
Upon Submission of Phase 1

E 1

<u>O.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
	5.300000	C-11	5.300000
	5.000000	C-12	5.000000
	5.000000	C-13	5.000000
	5.000000	C-14	5.000000
	5.000000	C-15	5.000000
	4.400000	C-16	4.400000
	5.000000	C-17	5.000000
	5.000000	C-18	5.000000
	5.000000	C-19	5.000000
	5.300000	C-20	5.300000

Percentage Ownership of Common Elements
Upon Submission of Phase 2

E 1

<u>NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
	2.208333	C-11	2.208333
	2.083330	C-12	2.083330
	2.083330	C-13	2.083330
	2.083330	C-14	2.083330
	2.083330	C-15	2.083330
	1.708385	C-16	1.708385
	2.083330	C-17	2.083330
	2.083330	C-18	2.083330
	2.083330	C-19	2.083330
	2.208333	C-20	2.208333

E 2

2.208333	A-11	2.208333
2.083330	A-12	2.083330
2.083330	A-13	2.083330
2.083330	A-14	2.083330
2.083330	A-15	2.083330
1.708382	A-16	1.708385
2.083330	A-17	2.083330
2.083330	A-18	2.083330
2.083330	A-19	2.083330
2.208333	A-20	2.208333

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<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
2.208333	B-5	2.208333
1.708385	B-6	2.083330
2.083330	B-7	2.083330
2.208333	B-8	2.208333

Percentage Ownership of Common Elements
Upon Submission of Phase 3

<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1.472222	C-11	1.472222
1.388889	C-12	1.388889
1.388889	C-13	1.388889
1.388889	C-14	1.388889
1.388889	C-15	1.388889
1.388889	C-16	1.138891
1.138891	C-17	1.388889
1.388889	C-18	1.388889
1.388889	C-19	1.388889
1.388889	C-20	1.472222
1.472222		

1.472222	A-11	1.472222
1.388889	A-12	1.388889
1.388889	A-13	1.388889
1.388889	A-14	1.388889
1.388889	A-15	1.388889
1.388889	A-16	1.138891
1.138891	A-17	1.388889
1.388889	A-18	1.388889
1.388889	A-19	1.388889
1.388889	A-20	1.472222

1.472222	B-5	1.472222
1.138891	B-6	1.388889
1.388889	B-7	1.388889
1.472222	B-8	1.472222

1.472222	D-5	1.472222
1.138891	D-6	1.388889
1.388889	D-7	1.388889
1.472222	D-8	1.472222

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EXHIBIT "B"

BEL-FOREST MANOR CONDOMINIUMS

Percentage Ownership of Common Elements
Upon Submission of Phase 1

E 1

<u>O.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
	5.300000	C-11	5.300000
	5.000000	C-12	5.000000
	5.000000	C-13	5.000000
	5.000000	C-14	5.000000
	5.000000	C-15	5.000000
	4.400000	C-16	4.400000
	5.000000	C-17	5.000000
	5.000000	C-18	5.000000
	5.000000	C-19	5.000000
	5.300000	C-20	5.300000

Percentage Ownership of Common Elements
Upon Submission of Phase 2

E 1

<u>NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
	2.208333	C-11	2.208333
	2.083330	C-12	2.083330
	2.083330	C-13	2.083330
	2.083330	C-14	2.083330
	2.083330	C-15	2.083330
	1.708385	C-16	1.708385
	2.083330	C-17	2.083330
	2.083330	C-18	2.083330
	2.083330	C-19	2.083330
	2.208333	C-20	2.208333

E 2

2.208333	A-11	2.208333
2.083330	A-12	2.083330
2.083330	A-13	2.083330
2.083330	A-14	2.083330
2.083330	A-15	2.083330
1.708382	A-16	1.708385
2.083330	A-17	2.083330
2.083330	A-18	2.083330
2.083330	A-19	2.083330
2.208333	A-20	2.208333

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<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1.472222	E-5	1.472222
1.138891	E-6	1.388889
1.388889	E-7	1.388889
1.472222	E-8	1.472222
1.472222	F-5	1.472222
1.138891	F-6	1.388873
1.388889	F-7	1.388889
1.472222	F-8	1.472222

EXHIBIT "C"

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State of Florida

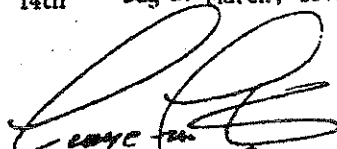


Department of State

certify that the attached is a true and correct copy of the Articles of Incorporation of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 13, 1979, as shown in the records of this office.

charter number for this corporation is 746229.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 14th day of March, 1979


Secretary of State



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<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1.472222	E-5	1.472222
1.138891	E-6	1.388889
1.388889	E-7	1.388889
1.472222	E-8	1.472222
1.472222	F-5	1.472222
1.138891	F-6	1.388873
1.388889	F-7	1.388889
1.472222	F-8	1.472222

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EXHIBIT "C"

ARTICLES OF INCORPORATION

OF

BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I. NAME

The name of this corporation is BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II. PURPOSE

The Association is organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes, and is a condominium association, as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the corporation is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida, known as BEL-FOREST MANOR ("Condominium"). The Declaration of Condominium and any amendments thereto whereby said Condominium has or will be created is herein called the "Declaration".

ARTICLE III. QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION

Section 1. The members of the Association shall constitute the record owners of residential condominium units in the Condominium. After receiving the approval of the Association, as required under the Declaration, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

Section 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to a condominium unit.

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Section 3. The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a condominium unit and the manner of exercising voting rights shall be determined by the bylaws of the Association.

ARTICLE IV. CORPORATE EXISTENCE

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. This corporation shall exist perpetually.

ARTICLE V. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Article "XI", Sections "3" and "4", notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration and/or the Amended Declaration of the Condominium, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

ARTICLE VI. BOARD OF DIRECTORS

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

Section 2. This corporation shall have five (5) members of the Board initially. The number of directors may be changed from time to time as provided by the bylaws, but their number may never be less than three (3).

Section 3. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the bylaws.

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Section 4. The first (1st) election of directors shall not be held until unit owners other than the developer own fifteen percent (15%) or more of the units in the Condominium that will ultimately be operated by the Association. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 5. Directors need not be members of the Association.

Section 6. The names and addresses of the initial Board of Directors are as follows:

Louis Scimens
2700 Bayshore Boulevard
Apartment 1212
Dunedin, Florida 33528

Ann Scimens
2700 Bayshore Boulevard
Apartment 1212
Dunedin, Florida 33528

R. Donald Mastry
The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701

Roy G. Harrell, Jr.
The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701

Ernest L. Mascara
The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701

ARTICLE VII. OFFICERS

Section 1. The officers of the corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such number of additional Vice Presidents and other officers as may be provided in the bylaws. The same person may hold any of the above referenced offices simultaneously.

Section 2. The names of the persons who are to serve as officers of the Association until their successors are

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ected by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>
President	Louis Scimens
Vice President	Ann Scimens
Secretary	Ann Scimens
Treasurer	Louis Scimens

Section 3. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 4. The officers shall have such duties, responsibilities, and powers as provided by the bylaws and by Chapter 8, Florida Statutes.

ARTICLE VIII. BYLAWS

The membership shall adopt bylaws for the Association at a first meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. Additional bylaws or alterations or rescission of the first laws shall be enacted by the membership in the manner provided in the bylaws.

ARTICLE IX. AMENDMENT TO ARTICLES

The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than 75 percent of the entire membership of the Board of Directors and 75 percent of the members of the Association, or by not less than 80 percent of the votes of the entire membership of the Association. Any amendment to these Articles will be adopted upon only after notice of any meeting as required by the laws of the Association.

ARTICLE X. INITIAL REGISTERED OFFICER AND AGENT

The street address of the initial registered office of the Association is:

The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701

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and the name of the initial registered agent of the Association at the address is:

Ernest L. Mascara

ARTICLE XI. POWERS

The Association shall have the following additional powers:

Section 1. All the powers set forth and described in Section 617.021, Florida Statutes, not repugnant to any of the provisions of Chapter 718, Florida Statutes.

Section 2. All the powers of an association as set forth in Chapter 718, Florida Statutes.

Section 3. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, tennis clubs, 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 to the unit owners.

Section 4. To contract with a third party for the management of the Condominium and to delegate to the management agent such duties and functions necessary for the operation of the Condominium, provided that the association shall at all times retain all rights, powers and duties granted to it by the condominium documents and the Condominium Act.

Section 5. To acquire by purchase or otherwise, condominium units of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or bylaws relative thereto.

Section 6. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose, and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration and/or bylaws.

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ARTICLE XII. SUBSCRIBERS

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

R. Donald Mastry
The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701


Roy G. Harrell, Jr.
The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701

Ernest L. Mascara
The Tenth Floor, Florida Federal Building
Fourth Street & Central Avenue
St. Petersburg, Florida 33701

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof, we have hereunto set our hands and seals this 23 day of February, 1979.


R. DONALD MASTRY


ROY G. HARRELL, JR.


ERNEST L. MASCARA

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STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me
this 23 day of February, 1979, by R. DONALD MASTRY.

Rolando Valente
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me
this 23 day of February, 1979, by ROY G. HARRELL, JR.

Mary L Maxwell
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires SEPT. 28, 1979

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me
this 23 day of February, 1979, by ERNEST L. MASCARA.

Rolando Valente
Notary Public

(SEAL)

My Commission Expires:


Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

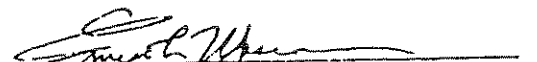
In compliance with Section 48.091, Florida Statutes,
the following is submitted:

That BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.,
desiring to organize or qualify under the laws of the State
of Florida, with its principal place of business at the City
of Dunedin, State of Florida, has named ERNEST L. MASCARA,
located at The Tenth Floor, Florida Federal Building, Fourth
Street & Central Avenue, St. Petersburg, Florida 33701, as
its agent to accept service of process within Florida.


ERNEST L. MASCARA, Incorporator
of BEL-FOREST MANOR CONDOMINIUM
ASSOCIATION, INC.

DATED this 23 day of February, 1979.

Having been named to accept service of process for the
above-stated corporation, at the place designated in this
certificate, I hereby agree to act in this capacity, and I
further agree to comply with the provisions of all statutes
relative to the proper and complete performance of my duties.


ERNEST L. MASCARA, Resident Agent
for BEL-FOREST MANOR CONDOMINIUM
ASSOCIATION, INC.

DATED this 23 day of February, 1979.

EXHIBIT "C"

OR 4902 PAGE 532

B Y L A W S

OF

BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

A Florida non-profit Corporation

ARTICLE I. GENERAL

Section 1 - The Name. The name of the non-profit corporation shall be BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Association shall be at 10th Floor, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida, 33701, or at such other place as may be subsequently designated by the Board of Administration.

Section 3 - Definition. As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of BEL-FOREST MANOR, A CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II. DIRECTORS

Section 1 - Number and Term. The number of directors who shall constitute the whole Board of Administration shall be not less than three (3). ~~Directors shall be~~ *OK* ~~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 at the Annual Meeting of the Members, 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. At least one of the Directors elected shall be a resident of the State of Florida and a resident of the United States.

Section 2 - Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors,

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though less than a quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3 - Removal. Directors may be removed for cause by an affirmative vote of a majority of the Members at any regular or special meeting of the membership of the Association, except as provided herein.

Section 4 - First Board of Administration. The Directors of the first Board of Administration shall hold office and exercise all powers of the Board of Administration until the first Membership Meeting, anything herein to the contrary notwithstanding; provided any or all said Directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 5 - Powers. The property and business of the Association shall be managed by the Directors of the Board of Administration who may exercise all powers not specifically prohibited by statutes, or the Declaration to which these Bylaws are attached. The powers of the Board of Administration 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 are due.

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.

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 at 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 the unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

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F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or management company 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. 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 desirable, and generally to have the powers of manager in connection with the matters hereinbefore set forth.

H. To make reasonable rules and regulations for the occupancy of the Condominium parcels. Provided however, said Directors of the Board of Administration shall only act in the name of the Association when it shall be regularly convened after due notice to all Directors of such meeting.

Section 6 - Meetings.

A. The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Directors of the Board of Administration shall be held at the place where the general Members' Meeting is, and immediately after the adjournment of same.

B. No notice of the Directors of the Board of Administration meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Directors of the Board of Administration shall be required.

C. Special meetings of the Board may be called by the President on 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 on the written request of three (3) Directors.

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D. Notwithstanding the requirements as to notice contained above, all meetings of the Directors of the Board of Administration of the Association shall be open to the members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members attention thereto, provided, however, in the event of an emergency such notice shall not be required.

E. 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 Administration, except as may be otherwise specifically provided by statute or by these Bylaws. 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.

F. Each Director shall have one (1) vote and such voting may not be by proxy.

Section 7 - Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of last meeting.
- D. Consideration of communications.
- E. Resignations and elections.
- F. Reports of officers and employees.
- G. Reports of committees.
- H. Unfinished business.
- I. Original resolutions and new business.
- J. Adjournment.

Section 8 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Association.

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ARTICLE III. OFFICERS

Section 1 - Executive Officers. The executive officers of the Association shall be 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. If the Board so determines, there may be more than one Vice President and such other officers it deems necessary.

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

Section 3 - Election. The Directors of the Board of Administration at its first meeting after each annual meeting of general members shall elect a President, a Vice President, a Treasurer, and a Secretary, none of whom, except the President, need be a member of the Board.

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

Section 5 - The President.

A. The President shall be the chief executive officer of the Association; 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 Association, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the Association, except where the same is 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 Directors of the Board of Administration to other officers or agents of the Association.

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Section 6 - Vice President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Directors of the Board of Administration.

Section 7 - The Secretary. He shall issue notices of all Board of Administration meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association.

Section 8 - The Treasurer. He shall have the following duties:

A. He shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Administration. The books shall reflect an account for each unit in the manner required by the Condominium Act.

B. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Administration at the regular meeting of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

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

D. He shall give status reports to potential transferees, on which reports the transferees may reply.

Section 9 - Vacancies. If the office of any Directors, or of the President, Vice President, Secretary, Treasurer, or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board of Administration, provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

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Section 10 - 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 Association, 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 - Transfers. Transfers of membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically be no longer a member of the Association. Membership in the Association 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 2 - Voting Members. Members of the Association shall be 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. Such member 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. In addition,

A. 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.

B. 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 owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a Members' Meeting, will result in depriving such owner of a single condominium parcel of a vote at such meeting.

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C. 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 the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4 - Corporate Owners. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person, who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the Association, subject to the procedures set forth in the Declaration.

ARTICLE V. MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. The first Annual Meeting of the Members of the Association shall be held one hundred twenty (120) days following the date that unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium.

A. Regular Annual Meetings subsequent to the date referred to above, shall be held on the third Tuesday of March of each succeeding year, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3 - Membership List. At least thirty (30) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by condominium units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said thirty (30) days and throughout the election at the office of the Association, and shall be open to examination by any Member at any time in accordance with Florida Statute 718.111(7).

Section 4 - Special Meetings.

A. Special Meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute may be called by the President, and shall be called by the

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President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

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

Section 5 - 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 meetings thereof.

In no event shall any one (1) member of the Association be designated a proxy for more than five (5) votes. The appearance at any meeting of any member of the Association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such member.

Section 6 - 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 or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 7 - Quorum. Fifty-one percent (51%) of the total number of members of the Association whether they be 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, or by these Bylaws. 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 power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8 - Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in

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22 FOR
ELECTION
(30%)

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connection with any action of the Association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

ARTICLE VI. NOTICES

Section 1 - Definition. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the Association.

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

Section 3 - Notice. Written notice of any annual or special meeting of members, stating time, place and objective thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the Association. As to any annual meeting, fourteen (14) days advance written notice shall be given to each member, and, in addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. As to any special meeting, five (5) days advance written notice shall be given to each member.

ARTICLE VII. FINANCES

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

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

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ARTICLE VIII. SEAL

Section 1 - Association Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit incorporated". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

ARTICLE IX. MISCELLANEOUS RULES

Section 1 - Rules and Regulations. In addition to the other provisions of these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Directors of the Board of Administration, shall govern the use of the condominium units and the conduct of all residents thereof.

A. The condominium units shall be used only for residential purposes.

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, these restrictions and so long as such use does not constitute a nuisance.

D. Condominium units may not be used for business use, nor for any commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced nor misused in any manner.

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Administration.

G. A condominium unit shall not be rented or leased except as permitted in the Declaration.

ARTICLE X. DEFAULT

Section 1 - Default in Payments. In the event an owner of a condominium parcel does not pay any sums, charges

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or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Association or Manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by non-payment of the required moneys in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Administration, or Manager acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorneys' fee, including that incurred on appeal.

A. If an action of foreclosure is brought against the owner of the condominium parcel for the nonpayment of moneys due the Association, and as a result thereof the interest of the said owner in and to the 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.

B. If the Association becomes the owner of a condominium parcel by reason of foreclosure, it may 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 attorneys' fees, and any and all expenses incurred in the re-sale 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 moneys remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

Section 2 - Violation of Declaration of Condominium.

In the event of violation of the provisions of the enabling Declaration, restrictions and Bylaws, as the same are now or may hereafter be constituted, the Association, on its own

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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.

A. In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorneys' fee and court costs, including that incurred on appeal. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and statement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those fees due and owing it from owners of condominium parcels and preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI. REGISTERS

Section 1 - Register. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members.

Section 2 - Transfer Fee. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of \$50.00, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board.

Section 3 - Mortgage Register. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated, to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the Bylaws, or the Declaration, copy of such notice shall be mailed to the registered pledgee or mortgagee.

Handwritten:
August 10-30

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ARTICLE XII. SURRENDER

Section 1 - Repossession of Unit. 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 Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the condominium 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, State of Florida, or the United States of America.

ARTICLE XIII. ASSESSMENTS

Section 1 - Assessments. The assessments of the Association shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to assess its members for their prorata share of any additional monies so required and the same shall be paid upon demand. All 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. However, payments under the quarterly assessments shall be divided into and be payable in monthly installments on the fifteenth (15th) day of each month. Nothing herein shall prevent the Directors of the Board of Administration of the Association from paying taxes on retained monies or directing such payments; or, in the alternative, the Directors of the Board of Administration may return retained sums to unit owners in accordance with the percentage of their ownership prior to the end of the Association's fiscal year. There shall be paid at the time of initial purchase of a condominium unit by a purchaser an initial maintenance fee equal to three times the monthly maintenance payment for that particular unit, which sum shall be over and above the assessments referred to in this Section 1. Initial purchase shall be defined as the original sale from the developer to the unit owner.

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ARTICLE XIV. ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget for common expenses for the condominium shall be adopted by the Directors of the Board of Administration of the Association. A copy of the proposed annual budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered together with a notice of such meeting. Such meeting shall be open to the unit owners.

In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of the Board of Administration of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice, by regular mail, to each unit owner not more than thirty (30) days after the delivery of such application to the Board of Administration. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than seventy-five percent (75%) of all of the unit owners and not of just those present at the special meeting.

In determining whether assessments exceed one hundred and fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration with respect to the repair or replacement of the condominium property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

As long as the developer is in control of the Board of Administration, said Board shall not impose an assessment for a year greater than one hundred and fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

As an alternative to the methods for adjusting the annual budget, the Board of Administration may propose the

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budget to the unit owners at a meeting of the Association, or in writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners nor may the Board of Administration be recalled in the manner described above.

ARTICLE XV. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or officer may be entitled.

ARTICLE XVI. MINUTES OF MEETINGS

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by unit owners and Board members at all reasonable times.

ARTICLE XVII. SALARIES

Section 1 - Officers and Directors. No officers or directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer and Director.

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Section 2 - Employees. The Directors of the Board of Administration shall hire and fix the compensation of any and all employees, which they, in their discretion, may determine to be necessary in the conduct of the business of the Association.

ARTICLE XVIII. AMENDMENT OF BYLAWS

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

ARTICLE XIX. CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, 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.

BEL-Forest MANOR CONDOMINIUM
ASSOCIATION, INC.
a Florida non-profit corporation

By *James Parnell*
President

Attest:

By *James Parnell*
Ass. Secretary



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EXHIBIT "E"

BEL-FOREST MANOR CONDOMINIUMS

Proposed Budget Based Upon
Submission of all Phases

<u>ITEM</u>	<u>MONTHLY</u>	<u>YEARLY</u>
Management	\$ -0-	\$ -0-
Lawn Care	200.00	2,400.00
Pool	100.00	1,200.00
Pool Heating	125.00	1,500.00
Electricity	500.00	6,000.00
Water, Sewer & Trash Collections	450.00	5,400.00
Insurance	550.00	6,600.00
Maintenance (Building & Grounds)	400.00	4,800.00
Professional Fees (Accounting & Legal)	235.00	2,820.00
Salaries, Payroll tax & Workmen's Compensation	880.00	10,560.00
Miscellaneous	60.00	720.00
Reserve for Replacements	100.00	1,200.00
Estimated total Budget	<u>\$3,600.00</u>	<u>\$43,200.00</u>

The above referenced budget is based upon all phases being completed. If one or more phases is not completed, the monthly assessment will not change and the above referenced budget will be decreased accordingly.

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EXHIBIT "E"

BEL-FOREST MANOR CONDOMINIUMS

Assessment to Each Condominium Unit
Based Upon Proposed Budget

PHASE 1

<u>UNIT NO.</u>	<u>MONTHLY</u>	<u>YEARLY</u>	<u>UNIT NO.</u>	<u>MONTHLY</u>	<u>YEARLY</u>
C-1	\$53.00	\$636.00	A-17	\$50.00	\$600.00
C-2	50.00	600.00	A-18	50.00	600.00
C-3	50.00	600.00	A-19	50.00	600.00
C-4	50.00	600.00	A-20	53.00	636.00
C-5	50.00	600.00	B-1	53.00	636.00
C-6	41.00	492.00	B-2	41.00	492.00
C-7	50.00	600.00	B-3	50.00	600.00
C-8	50.00	600.00	B-4	53.00	636.00
C-9	50.00	600.00	B-5	53.00	636.00
C-10	53.00	636.00	B-6	50.00	600.00
C-11	53.00	636.00	B-7	50.00	600.00
C-12	50.00	600.00	B-8	53.00	636.00
C-13	50.00	600.00			
C-14	50.00	600.00			
C-15	50.00	600.00			
C-16	41.00	492.00			
C-17	50.00	600.00			
C-18	50.00	600.00			
C-19	50.00	600.00			
C-20	53.00	636.00			

PHASE 1PHASE 2

A-1	53.00	636.00	D-1	53.00	636.00
A-2	50.00	600.00	D-2	41.00	492.00
A-3	50.00	600.00	D-3	50.00	600.00
A-4	50.00	600.00	D-4	53.00	636.00
A-5	50.00	600.00	D-5	53.00	636.00
A-6	41.00	492.00	D-6	50.00	600.00
A-7	50.00	600.00	D-7	50.00	600.00
A-8	50.00	600.00	D-8	53.00	636.00
A-9	50.00	600.00	E-1	53.00	636.00
A-10	53.00	636.00	E-2	41.00	492.00
A-11	53.00	636.00	E-3	50.00	600.00
A-12	50.00	600.00	E-4	53.00	636.00
A-13	50.00	600.00	E-5	53.00	636.00
A-14	50.00	600.00	E-6	50.00	600.00
A-15	50.00	600.00	E-7	50.00	600.00
A-16	41.00	492.00	E-8	53.00	636.00
			F-1	53.00	636.00
			F-2	41.00	492.00
			F-3	50.00	600.00
			F-4	53.00	636.00
			F-5	53.00	636.00
			F-6	50.00	600.00
			F-7	50.00	600.00
			F-8	53.00	636.00

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

50196436 06-10-2002 16:58:09 TNB
51 CTF-BEL-FOREST MANOR CONDO ASSOC
010606
IH:02217843 BK:12048 SPG:0436 EPG:0437
RECORDING 002 PAGES 1 \$10.50

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
28100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00

BY _____ DEPUTY CLERK

02-217843 JUN-10-2002 4:57PM
PINELLAS CO BK 12048 PG 436



CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
BEL-FOREST MANOR CONDOMINIUMS
AND TO THE BYLAWS
OF
BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

This is to certify that at a duly called meeting of the members of Bel-Forest Manor Condominium Association, Inc. (the "Association") held on May 17, 2002, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Section 15.03 of the Declaration of Condominium of Bel-Forest Manor Condominiums, and the Amendment to Article XI, Section 2 of the Bylaws of Bel-Forest Manor Condominium Association, Inc., attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Bel-Forest Manor Condominiums was originally recorded in Official Records Book 4902, Page 484, and the Bylaws for Bel-Forest Manor Condominium Association, Inc. was originally recorded in Official Records Book 4902, Page 532, both of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 5th day of June, 2002.

BEL-FOREST MANOR CONDOMINIUM
ASSOCIATION, INC.

By:

Signature

Printed Name and Title

Vickie Jarvis

Signature of Witness #1

VICKIE JARVIS

Printed Name of Witness #1

Signature of Witness #2

DORIS BEDA

Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5 day of June, 2002, by Jancee Winfield as President of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public

Doris Beda

Printed Name

ADOPTED AMENDMENTS TO DECLARATION OF CONDOMINIUM
OF
BEL-FOREST MANOR CONDOMINIUMS
AND TO THE BYLAWS
OF
BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

The following are adopted amendments to the Declaration of Condominium of Bel-Forest Manor Condominiums, originally recorded at Official Records Book 4902, Page 484, Public Records of Pinellas County, Florida; and a proposed amendment to the Bylaws of Bel-Forest Manor Condominium Association, Inc., originally recorded at Official Records Book 4902, Page 532, Public Records of Pinellas County, Florida.

Item No. 1: Article XI, Section 2 of the Bylaws is hereby amended to read as follows:

ARTICLE XI. REGISTERS

* * *

Section 2 – Transfer Fee. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in such amount as established by the Board of Directors from time to time, to cover costs and other expenses, up to the maximum amount permitted by law.

Item No. 2: Section 15.03 of the Declaration is hereby amended to read as follows:

15.03 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereof against the unit owner of such condominium parcel until paid. In addition, for any assessments and installments thereon not paid within 10 days from the date when due, the Association shall have the right and power to levy late fees in amount determined by the Association from time to time, up to the highest amount permitted by law on any unpaid assessments. Such lien shall also secure the costs of recording the claim of lien and all courts costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal.

END OF ADOPTED AMENDMENTS

03-068680 FEB-20-2003 3:00PM
PINELLAS CO BK 12548 PG 2142



KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

8L145824 02-20-2003 15:10:08 TMC
51 AFF-BEL-FOREST MANOR CONDO
012660
IH:03068680 BK:12548 SPG:2142 EPG:214
RECORDING 001 PAGES 1 \$6.00

Prepared by and Return to: ✓
Brudny & Rabin, P.A.
Michael J. Brudny, Esq.
28100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

TOTAL: \$6.00
CHECK AMT. TENDERED: \$6.00
CHANGE: \$0.00
BY _____ DEPUTY CLERK

**NOTICE REGARDING EXISTENCE OF RULES AND REGULATIONS
FOR BEL-FOREST MANOR CONDOMINIUMS**

Whereas, the Declaration of Condominium for Bel-Forest Manor Condominiums, was originally recorded at Official Records Book 4902, Page 484, Public Records of Pinellas County, Florida; and

Whereas, unrecorded Rules and Regulations have been adopted from time to time, and continue to be adopted, by the Board of Directors Bel-Forest Manor Condominium Association, Inc., relating to the condominium property and the use of the condominium units at Bel-Forest Manor; and

Whereas, Bel-Forest Manor Condominium Association, Inc. wishes to place all persons on notice of the existence of such additional Rules and Regulations;

NOW, THEREFORE, it is hereby resolved by the Association that all persons interested in obtaining a current copy of the Rules and Regulations relating to the Condominium property and the use of the units and common elements at Bel-Forest Manor may obtain a copy of such current Rules and Regulations through the Association's Registered Agent. The current management office for the Association is Condominium Associates, located at 3001 Executive Drive, Suite 260, Clearwater, Florida 33762. Prior and future amendments to the Rules and Regulations are not being recorded in the public records, but will be available from the Association.

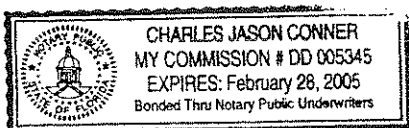
Dated this 4th day of February, 2003.

BEL-FOREST MANOR CONDOMINIUM
ASSOCIATION, INC.

By: Richard E. Clark
Signature
RICHARD E. CLARK, PRES.
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th day of February, 2003, by Richard Clark, as President of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation, and stated that the foregoing is true and correct. He/She is personally known to me or has produced Florida Drivers License as identification.



Charles Jason Conner
Notary Public
My Commission Expires: 2/28/05



HOLIDAY ISLES PROPERTY MANAGEMENT

136

January 29, 2007

RE: WINDOWS, DOORS AND SCREENS

Dear Bel Forest Homeowner,

Your current Board of Directors was asked by the Membership at the Budget Adoption meeting to please resolve once and for all the issue of who has responsibility for the windows, doors and screens to the units the Owner of the unit or the Association? It was also shared with the Board of Directors that evening that this is an issue that has been ongoing, and that many Boards have tried to address with no formal resolve.

In order to achieve this request of the Membership, the Board went to the Association's Attorney for a legal interpretation of the documents and current law to give guidance to the Board in resolving this issue. Enclosed you will find a letter from the Attorney to the Board giving legal advise. Upon review of the interpretation of the Attorney, the Board made a resolution of this issue at their duly called meeting held on January 11th, 2007.

The resolutions is as follows: The Board of Directors resolves the maintenance and replacement of windows, doors and screens to the individual Unit Owners as based on the advice of the Association Attorney. Any Owner wishing to make a change of the above stated is required to have approval of the Board of Directors, prior to any changes taking place. This resolution honors the fact that the developer stated intent of some Owner responsibility, due to the fact that all Owners must get Board approval of any exterior alteration. If the Board was responsible or in control of all areas this wording would not exist in the documents. Approval is needed from the Board as it is the Boards responsibility to ensure the architectural consistency of the community appearance.

It is imperative that you maintain a copy of this letter and the letter from the Attorney with the community documents and that you pass this information on, in the event that you sell your unit.

The Board is also asking that all Homeowners please check your screens as many of them are very old, in poor condition and numerous are starting to shred apart. If in fact your screening is in need of your tender loving care please do so prior to hurricane season. This is a formal request to aid in the appearance and value of the community as well as additional protection to your home.

The Board of Directors thanks you in advance for your cooperation and attention in these matters.

Respectfully,

ON BEHALF OF THE BOARD OF DIRECTORS

Tracey Keefer, LCAM
Holiday Isles Property Management
Bel Forest Community Manager

136-lrt. All owners responsibility 4 windows, doors and screens 1.2007

Robert L. Tankel, P.A.

Robert L. Tankel
Voice: 727.736.1901
Fax: 727.736.2305
Toll Free: 888.266.3652
Email: condolawyer@aol.com

Attorney at Law
1022 Main Street, Suite D
Dunedin, FL 34698
www.condocollections.com

Of Counsel
Joel R. Weaver
Michael Milo

January 8, 2007

Tracey Keefer, LCAM
Holiday Isles Property Management
11350 66th Street North, Suite 124
Largo, Florida 33773

RE: Bel-Forest Manor Condominium Association, Inc.; windows and doors

Dear Tracey:

This letter is sent in furtherance of our recent conversations and e-mails regarding the referenced matter.

As we discussed, the documents are far from clear as to the responsibility for maintenance, repair and replacement of Windows and doors.

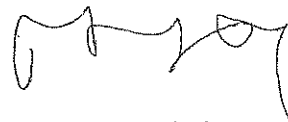
However, the most telling provision of the documents with regard to this issue deals with the prohibition on unit owners making any alteration to the exterior portion of the building without the prior written consent of the Association. This is contained in Section 17.06 of the Declaration. This is in contrast to Section 14.03 which states that no owner may make any alteration to the improvements of the condominium which are to be maintained by the Association, or make any addition thereto. In other words, it is clear that the intent of the drafter of the documents did not want to allow owners to undertake alterations to common elements under any circumstances, but, by implication provided that owners may make alterations to exterior portions of the units that are to be maintained by the owners (windows and doors) without the prior written consent of the Association, acting through the Board.

Based on this, it is my opinion that this distinction is sufficient for the Board to take the position that maintenance and repair of windows and doors is the responsibility of the unit owners, and owners must maintain those items and keep the architectural integrity in tact with permission from the Board.

As always, if you have any questions or need additional information, please feel free to contact me at your convenience.

Sincerely yours,

ROBERT L. TANKEL, P.A.



Robert L. Tankel

RLT/wb
cc: Board of Directors
W:\A-THRU-D\BELFOR~1\KEEFER~1.WPD

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
28100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004161841 04/20/2004 at 03:41 PM
OFF REC BK: 13514 PG: 1834-1836
DocType:CTF RECORDING: \$15.00

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF BEL-FOREST MANOR CONDOMINIUMS
AND TO THE BYLAWS OF
BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Bel-Forest Manor Condominium Association, Inc. (the "Association") held on February 12, 2004, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to Section 6.1 and Section 10.06 of the Declaration of Condominium of Bel-Forest Manor Condominiums and the Amendment to Article V, Section 2 of the Bylaws of Bel-Forest Manor Condominium Association, Inc., attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Bel-Forest Manor Condominiums was originally recorded in Official Records Book 4902, Page 484, and the Bylaws for BEL-Forest Manor Condominium Association, Inc. was originally recorded in Official Records Book 4902, Page 532, both of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this _____ day of _____, 2004.

BEL-FOREST MANOR CONDOMINIUM
ASSOCIATION, INC.

Alvin Weinstein V.P.

Signature of Witness #1

Alvin Weinstein V.P.

Printed Name of Witness #1

ANTHONY BAKER

Signature of Witness #2

Anthony Baker PRES

Printed Name of Witness #2

By:

Signature

Walter Barry Ogburn PRES.

Printed Name and Title

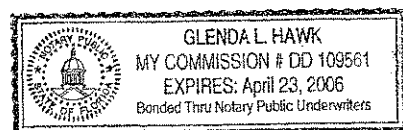
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 12th day of April, 2004, by Serry Ogburn as President of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced Id as identification.

Glenda L. Hawk

Notary Public

My Commission Expires:



ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF
BEL-FOREST MANOR CONDOMINIUMS
AND TO THE BYLAWS OF
BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

The following are adopted amendments to the Declaration of Condominium of Bel-Forest Manor Condominiums, originally recorded at Official Records Book 4902, Page 484, and to the Bylaws of Bel-Forest Manor Condominium Association, Inc., originally recorded at Official Records Book 4902, Page 532, both of the Public Records of Pinellas County, Florida.

(New Wording Underlined; Deleted Wording Stricken Through,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: Section 6.1 of the Declaration is hereby amended to read as follows:

6. Amendment of Declaration

6.01 This Declaration may be modified or amended by ~~complying with §718.110, Florida Statutes~~ the affirmative vote of at least sixty percent (60%) of the voting membership, in person or by limited proxy, at a membership meeting called for this purpose. A copy of the proposed amendment, with a proxy form and notice of the meeting, is to be mailed to all voting members at least 14 days and not more than 60 days prior to the scheduled meeting.

Item No. 2: Section 10.06 of the Declaration is hereby amended to read as follows:

10. Sales, Rental, Lease or Transfer

* * *

10.06 If a corporate entity is the owner of a unit, the corporation must designate an individual who, along with his or her immediate family, will be the designated occupants of the unit. Such designation may be changed no more often than annually. The owner or the designated occupant will not be allowed to lease the unit or to have guests occupy the unit except in compliance with all rules and restrictions which apply to units owned by individuals. ~~it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article 10. The foregoing shall not be deemed an assignment or sub-leasing of a unit.~~

Item No. 3: Article V, Section 2 of the Bylaws is hereby amended to read as follows
(substantial rewording – see existing Bylaws for current text):

ARTICLE V. MEETINGS OF MEMBERSHIP

* * *

Section 2 – Annual Meeting. The annual meeting shall be held at such time and place as determined by the Board of Directors, with such meeting to take place within 13 months from the date of the preceding annual meeting.

END OF ADOPTED AMENDMENTS

40 Rec 10.15
 41 St 10.15
 42 Sur 10.15

43 Int 10.15
 Tot 10.15

79158878

O.R. 4915 PAGE 8

RECEIVED 10.15.1988
 CLERK OF COURT

SEP 19 9 20 AM '78

FIRST AMENDMENT TO DECLARATION OF
 CONDOMINIUM OF BEL-FOREST MANOR CONDOMINIUMS

Scimens Development Corporation, a Florida corporation, the Developer and owner of all of the units in Bel-Forest Manor Condominiums, does hereby create this First Amendment to the Declaration of Condominium for Bel-Forest Manor Condominiums which was recorded in Official Records Book 4902, beginning at Page 484, as Clerk's Instrument No. 79141868 on August 23, 1979, at 2:30 P. M., and which appears in Condominium Plat Book 36, Pages 29 through 32, inclusive.

The First Amendment to the Declaration of Condominium of Bel-Forest Manor Condominiums is as follows:

1. The Declaration of Condominium is hereby amended to add Articles 20.01, 20.02 and 20.03 which are as follows:

20. Common Expenses and Common Surplus

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

(1) The costs of operation, maintenance, repair, and replacement of the common elements and limited common elements.

(2) Fire and other casualty and liability insurance as set forth in the Declaration.

(3) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses.

(4) Costs of water, electricity and other utilities which are not metered to the individual units.

(5) The costs of additions, repairs, alterations or improvements, or purchases by the Association of additional lands, leaseholds or other possessions or use rights in lands or facilities, purchased as part of the common elements for the benefit of all the members upon a vote of seventy-five percent (75%) of the unit owners.

Condominium Plats containing hereto were filed on
 August 23, 1979 in Condominium Plat Book 36,
 Pages 29 through 32, inclusive-----

THIS INSTRUMENT WAS PREPARED BY
 ERNEST L. ALSCHE
 Attorney at Law
 10th Floor - Florida Federal Bldg.
 Post Office Box 3542
 St. Petersburg, Florida 33731

O.R. 4815 PAGE 7

(6) The cost of any taxes assessed or levied against the Association.

20.02 Funds for the payment of common expenses shall be assessed against unit owners in the percentages of sharing common elements as provided on Exhibit "B" hereto.

20.03 The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

2. Exhibit "B" to the Declaration of Condominium setting forth the percentage ownership of common elements is hereby deleted and in its stead Exhibit "A" attached hereto and by this reference made a part hereof is substituted.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 19 day of September, 1979.

Signed, sealed and delivered in the presence of:

SCIMENS DEVELOPMENT CORPORATION

BY Jacques Perin
Its President

ATTEST Samuel W. Mason
Its Assistant Secretary

Q.R. 4915 PAGE 8

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
19 day of September, 1979, by Louis Scimens and Ernest L.
Mascara, the President and the Assistant Secretary, respectively,
of Scimens Development Corporation, a Florida corporation, on
behalf of the corporation.



Salvador Valente
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

O.R. 4915 PAGE

9

EXHIBIT "A"

BEL-FOREST MANOR CONDOMINIUMS

Percentage Ownership of Common Elements
Upon Submission of Phase 1PHASE 1

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
C-1	5.300000	C-11	5.300000
C-2	5.000000	C-12	5.000000
C-3	5.000000	C-13	5.000000
C-4	5.000000	C-14	5.000000
C-5	5.000000	C-15	5.000000
C-6	4.400000	C-16	4.400000
C-7	5.000000	C-17	5.000000
C-8	5.000000	C-18	5.000000
C-9	5.000000	C-19	5.000000
C-10	5.300000	C-20	5.300000

Percentage Ownership of Common Elements
Upon Submission of Phase 2PHASE 1

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
C-1	2.208333	C-11	2.208333
C-2	2.083330	C-12	2.083330
C-3	2.083330	C-13	2.083330
C-4	2.083330	C-14	2.083330
C-5	2.083330	C-15	2.083330
C-6	1.788385	C-16	1.788385
C-7	2.083330	C-17	2.083330
C-8	2.083330	C-18	2.083330
C-9	2.083330	C-19	2.083330
C-10	2.208333	C-20	2.208333

PHASE 2

A-1	2.208333	A-11	2.208333
A-2	2.083330	A-12	2.083330
A-3	2.083330	A-13	2.083330
A-4	2.083330	A-14	2.083330
A-5	2.083330	A-15	2.083330
A-6	1.788382	A-16	1.788385
A-7	2.083330	A-17	2.083330
A-8	2.083330	A-18	2.083330
A-9	2.083330	A-19	2.083330
A-10	2.208333	A-20	2.208333

-18647-2 04/12/2000 01:37:51pm

O.R. 4915 PAGE 10

PHASE 2

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
B-1	2.208333	B-5	2.208333
B-2	1.708385	B-6	2.083330
B-3	2.083330	B-7	2.083330
B-4	2.208333	B-8	2.208333

Percentage Ownership of Common Elements
Upon Submission of Phase 3

PHASE 1

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
C-1	1.472222	C-11	1.472222
C-2	1.388889	C-12	1.388889
C-3	1.388889	C-13	1.388889
C-4	1.388889	C-14	1.388889
C-5	1.388889	C-15	1.388889
C-6	1.388889	C-16	1.388889
C-7	1.388889	C-17	1.388889
C-8	1.388889	C-18	1.388889
C-9	1.388889	C-19	1.388889
C-10	1.472222	C-20	1.472222

24

39

PHASE 2

A-1	1.472222	A-11	1.472222
A-2	1.388889	A-12	1.388889
A-3	1.388889	A-13	1.388889
A-4	1.388889	A-14	1.388889
A-5	1.388889	A-15	1.388889
A-6	1.388889	A-16	1.388889
A-7	1.388889	A-17	1.388889
A-8	1.388889	A-18	1.388889
A-9	1.388889	A-19	1.388889
A-10	1.472222	A-20	1.472222
B-1	1.472222	B-5	1.472222
B-2	1.388889	B-6	1.388889
B-3	1.388889	B-7	1.388889
B-4	1.472222	B-8	1.472222

24 1.472222
80 1.388889
10 1.388889
390 1.388889
72

PHASE 3

D-1	1.472222	D-5	1.472222
D-2	1.388889	D-6	1.388889
D-3	1.388889	D-7	1.388889
D-4	1.388889	D-8	1.472222

8

O.R. 4915 PAGE 11

PHASE 3

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
E-1	1.472222	E-5	1.472222
E-2	1.388891	E-6	1.388889
E-3	1.388889	E-7	1.388889
E-4	1.472222	E-8	1.472222
F-1	1.472222	F-5	1.472222
F-2	1.388891	F-6	1.388891
F-3	1.388889	F-7	1.388889
F-4	1.472222	F-8	1.472222

8

8

40 Rec 1900
 41 St _____
 42 Sur _____
 43 Int _____
 44 Tot 1900

80164302

D.R. 5092 PAGE 1035

PINELLAS COUNTY
 CLERK CIRCUIT COURT

Oct 16 4 29 PM '80

SECOND AMENDMENT TO DECLARATION OF
 CONDOMINIUM OF BEL-FOREST MANOR CONDOMINIUMS

SCIMENS DEVELOPMENT CORPORATION, a Florida corporation, the Developer and Owner of all of the units in Bel-Forest Manor Condominiums Phase 2 and Phase 3, does hereby create this Second Amendment to the Declaration of Condominium for Bel-Forest Manor Condominiums which was recorded in Official Records Book 4902, beginning at Page 484, as Clerk's Instrument No. 79141868 on August 23, 1979, at 2:30 P. M. and which appears in Condominium Plat Book 36, Pages 29 through 32, inclusive, and as amended by that First Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 4913, beginning at Page 6, as Clerk's Instrument No. 79158878 on September 19, 1979, at 9:20 A. M., Public Records of Pinellas County, Florida.

The Second Amendment to the Declaration of Condominium of Bel-Forest Manor Condominiums is as follows:

1. The sole purpose for this amendment is to show substantial completion of Building A of Phase 2 of Bel-Forest Manor Condominiums and the Certificate of the surveyor is incorporated in Exhibit "A" attached hereto and by this reference made a part hereof and said Certificate states that the construction of the improvements as to Building A of Phase 2 of Bel-Forest Manor Condominiums is substantially complete so that the material, together with the provisions of the Declaration and all amendments thereto describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit as to Building A of Phase 2 of Bel-Forest Manor Condominiums can be determined from these materials.

2. Pursuant to Section 718.104(e), Florida Statutes, completed units within each substantially completed building in a condominium development may be conveyed to purchasers notwithstanding that other buildings in the condominium are not substantially completed provided that all planned improvements, including, but not limited to landscaping, utility service and access to the unit and common element facilities serving such building as set forth in the Declaration are first completed. Accordingly, attached to this amendment as

.....Condominium Plats pertaining hereto were
 filed on October 16, 1980, in Condominium
 Plat Book 45, Pages 48 through 50,
 inclusive.....

This instrument was prepared by
 ERNEST L. MASCARA
 Attorney at Law
 10th Floor - Florida Federal Bldg.
 P.O. Office Box 3542
 St. Petersburg, Florida 33731

Condominium Plats pertaining hereto are
 recorded in Plat Book 36 Pages 29 thru 32

O.R. 5092 PAGE 1036

as Exhibit "A" is a Certificate from a surveyor and/or architect which provides that all planned improvements, including, but not limited to landscaping, utility service and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed. This provision relates solely to Phase 2, Building A of Pel-Forest Manor Condominiums.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 16 day of October, 1980.

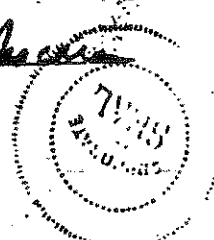
Signed, sealed and delivered SCIMENS DEVELOPMENT CORPORATION
in the presence of: A Florida Corporation

Belmont Valente

BY James P. Pomeroy
Its President

Ray L. Pomeroy

ATTEST Ray L. Pomeroy
Secretary

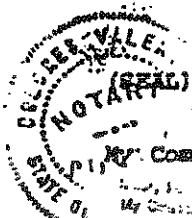


O.R. 5092 PAGE 1037

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
16 day of October, 1980, by Louis Scimens and FRANKIE L. MARSCARA
the President and the Asst Secretary,
respectively, of Scimens Development Corporation, a Florida
corporation, on behalf of the corporation.

Delores Valente
Notary Public



My Commission Expires:

EXHIBIT "A"

BEL-FOREST MANOR

A. COMINGLED SECTION 20 TOWNSHIP 19 SOUTH RANGE 18 EAST CITY OF WILLIAM PINELLAS COUNTY FLORIDA

THE ORIGINAL OF THIS INSTRUMENT IS POOR

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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Abstract

Второй этап исследования был посвящен изучению влияния на результаты тестирования факторов, связанных с особенностями личности и психическим состоянием испытуемых. Для этого были проведены дополнительные эксперименты, в которых использовались различные методики тестирования, позволяющие выявить индивидуальные особенности испытуемых. Результаты этих экспериментов показали, что на результаты тестирования оказывают влияние такие факторы, как уровень тревожности, уровень мотивации, уровень концентрации внимания и т.д. Эти факторы могут быть использованы для более точного прогнозирования результатов тестирования.

INDEX

[illegible]**Protein 2A2**

1. *Principles of the Law of the State of New York*, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 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, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 25

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1. **Protein synthesis** is the process by which cells use amino acids to build proteins. It involves transcription of DNA into mRNA and translation of mRNA into a polypeptide chain.

GEORGE P. WILSON, INC.

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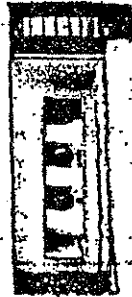
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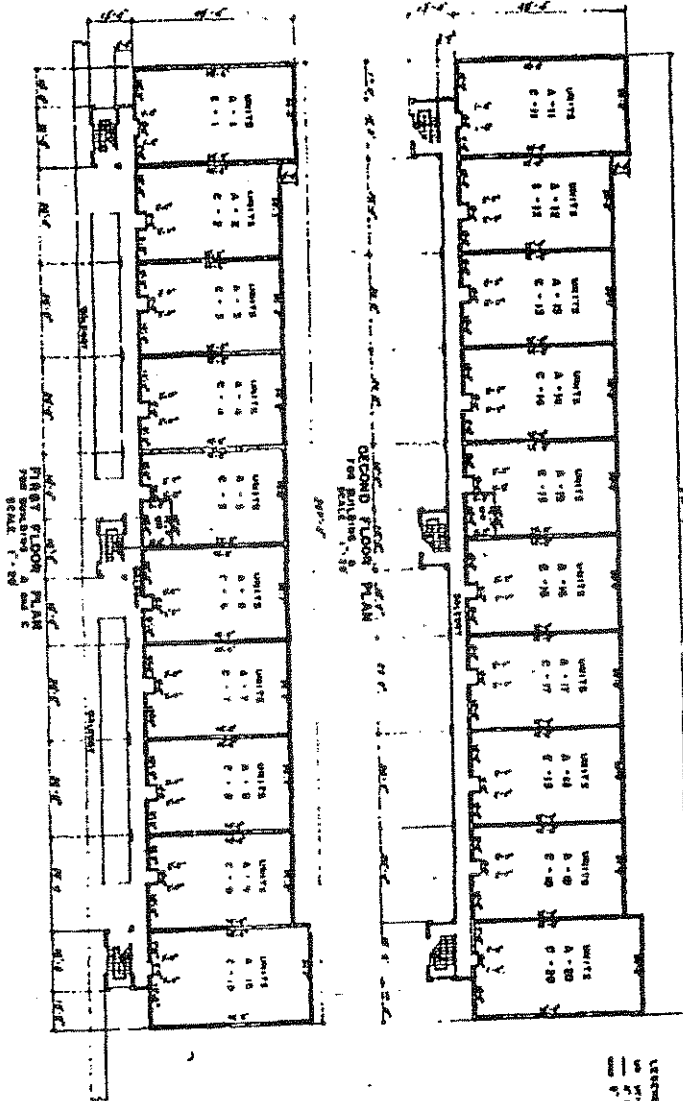
Page 2 of 2





THE ORIGINAL OF THIS INSTRUMENT IS POOR

COMMONWEALTH SECTION 30 TOWNSHIP 30 SOUTH RANGE 13 EAST
CITY OF BELLAMY, PIKE LAKE COUNTY FLORIDA



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

NOTES

1. All passengers, except those in the first class, are required to wear a life jacket at all times while on board. The life jackets are stored in the overhead bins above the seats. Passengers are required to wear their seat belts at all times while the aircraft is in flight.

2. The aircraft is required to maintain a minimum altitude of 10,000 feet above the ground at all times.

3. The aircraft is required to maintain a minimum speed of 150 knots at all times.

4. The aircraft is required to maintain a minimum fuel reserve of 30 minutes at all times.

5. The aircraft is required to maintain a minimum weight and balance at all times.

6. The aircraft is required to maintain a minimum climb rate of 1,000 feet per minute at all times.

7. The aircraft is required to maintain a minimum descent rate of 1,000 feet per minute at all times.

8. The aircraft is required to maintain a minimum turn rate of 1 degree per second at all times.

9. The aircraft is required to maintain a minimum roll rate of 1 degree per second at all times.

10. The aircraft is required to maintain a minimum yaw rate of 1 degree per second at all times.

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THIRD AMENDMENT TO DECLARATION OF
 CONDOMINIUM OF BEL-FOREST MANOR CONDOMINIUMS

Pursuant to Section 6.02 of the Declaration of Condominium of BEL-FOREST MANOR CONDOMINIUMS, the Developer hereby amends the Declaration of Condominium which was recorded in Official Records Book 4902, beginning at Page 484, as Clerk's Instrument No. 79141868 on August 23, 1975, at 2:30 P. M. and which appears in Condominium Plat Book 36, Pages 29 through 32, inclusive, and as amended by that First Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 4915, beginning at Page 6, as Clerk's Instrument No. 79158878 on September 19, 1979, at 9:20 A. M., and as amended by that Second Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 5092, beginning at Page 1035, as Clerk's Instrument No. 80164302 on October 16, 1980 and which appears in Condominium Plat Book 45, Pages 48 through 50, inclusive, all of the Public Records of Pinellas County, Florida, for the sole purpose of correcting a scrivener's error wherein the percentage ownership in the common elements attached as Exhibit "B" to the Declaration of Condominium and as amended by the First Amendment to the Declaration of Condominium did not equal One Hundred Percent (100%). Specifically, when Phase 2 is added to Phase 1 under the aforesaid documents, the percentage ownership in the common elements did not equal 100%. Accordingly, the Declaration of Condominium and all amendments thereto are hereby amended to provide for a new percentage ownership in the common elements which is attached hereto as Exhibit "A" and by this reference made a part hereof.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 24th day of November, 1980.

Signed, sealed and delivered SCIMENS DEVELOPMENT CORPORATION
 in the presence of: A Florida Corporation

[Signature]
 Its Vice President

Condominium Plat, certifying hereto are
 recorded in Condominium Plat Book 45 Pages
 48 thru 50.

This instrument was prepared by
 ERNEST L. MASCARA
 Attorney at Law
 10000 YOUNG BAY DRIVE, SUITE 100, TAMPA, FL 33607
 St. Petersburg, Florida 33701

O.R. 5111 PAGE 652

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
24th day of November, 1980, by Ernest L. Mascara, the Vice
President of Scimens Development Corporation, a Florida
corporation, on behalf of the corporation.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

O.R. 5111 PAGE 653

EXHIBIT "A"

BEL-FOREST MANOR CONDOMINIUMS

Percentage Ownership of Common Elements
Upon Submission of Phase 1

PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|
| C-1 | 5.300000 | C-11 | 5.300000 |
| C-2 | 5.000000 | C-12 | 5.000000 |
| C-3 | 5.000000 | C-13 | 5.000000 |
| C-4 | 5.000000 | C-14 | 5.000000 |
| C-5 | 5.000000 | C-15 | 5.000000 |
| C-6 | 4.400000 | C-16 | 4.400000 |
| C-7 | 5.000000 | C-17 | 5.000000 |
| C-8 | 5.000000 | C-18 | 5.000000 |
| C-9 | 5.000000 | C-19 | 5.000000 |
| C-10 | 5.300000 | C-20 | 5.300000 |

Percentage Ownership of Common Elements
Upon Submission of Phase 2

PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|
| C-1 | 2.208333 | C-11 | 2.208333 |
| C-2 | 2.083330 | C-12 | 2.083330 |
| C-3 | 2.083330 | C-13 | 2.083330 |
| C-4 | 2.083330 | C-14 | 2.083330 |
| C-5 | 2.083330 | C-15 | 2.083330 |
| C-6 | 1.788385 | C-16 | 1.788385 |
| C-7 | 2.083330 | C-17 | 2.083330 |
| C-8 | 2.083330 | C-18 | 2.083330 |
| C-9 | 2.083330 | C-19 | 2.083330 |
| C-10 | 2.208333 | C-20 | 2.208333 |

PHASE 2

| | | | |
|------|----------|------|----------|
| A-1 | 2.208333 | A-11 | 2.208333 |
| A-2 | 2.083330 | A-12 | 2.083330 |
| A-3 | 2.083330 | A-13 | 2.083330 |
| A-4 | 2.083330 | A-14 | 2.083330 |
| A-5 | 2.083330 | A-15 | 2.083330 |
| A-6 | 1.788382 | A-16 | 1.788385 |
| A-7 | 2.083330 | A-17 | 2.083330 |
| A-8 | 2.083330 | A-18 | 2.083330 |
| A-9 | 2.083330 | A-19 | 2.083330 |
| A-10 | 2.208333 | A-20 | 2.208333 |

O.R. 5111 PAGE 654

PHASE 2

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|
| B-1 | 2.20518950 | B-5 | 2.20518950 |
| B-2 | 1.78524150 | B-6 | 2.08018650 |
| B-3 | 2.08018650 | B-7 | 2.08018650 |
| B-4 | 2.20518950 | B-8 | 2.20518950 |

Percentage Ownership of Common Elements
Upon Submission of Phase 3

PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|
| C-1 | 1.472222 | C-11 | 1.472222 |
| C-2 | 1.388889 | C-12 | 1.388889 |
| C-3 | 1.388889 | C-13 | 1.388889 |
| C-4 | 1.388889 | C-14 | 1.388889 |
| C-5 | 1.388889 | C-15 | 1.388889 |
| C-6 | 1.138891 | C-16 | 1.138891 |
| C-7 | 1.388889 | C-17 | 1.388889 |
| C-8 | 1.388889 | C-18 | 1.388889 |
| C-9 | 1.388889 | C-19 | 1.388889 |
| C-10 | 1.472222 | C-20 | 1.472222 |

PHASE 2

| | | | |
|------|----------|------|----------|
| A-1 | 1.472222 | A-11 | 1.472222 |
| A-2 | 1.388889 | A-12 | 1.388889 |
| A-3 | 1.388889 | A-13 | 1.388889 |
| A-4 | 1.388889 | A-14 | 1.388889 |
| A-5 | 1.388889 | A-15 | 1.388889 |
| A-6 | 1.138891 | A-16 | 1.138891 |
| A-7 | 1.388889 | A-17 | 1.388889 |
| A-8 | 1.388889 | A-18 | 1.388889 |
| A-9 | 1.388889 | A-19 | 1.388889 |
| A-10 | 1.472222 | A-20 | 1.472222 |
| B-1 | 1.472222 | B-5 | 1.472222 |
| B-2 | 1.138891 | B-6 | 1.388889 |
| B-3 | 1.388889 | B-7 | 1.388889 |
| B-4 | 1.472222 | B-8 | 1.472222 |

PHASE 3

| | | | |
|-----|----------|-----|----------|
| D-1 | 1.472222 | D-5 | 1.472222 |
| D-2 | 1.138891 | D-6 | 1.388889 |
| D-3 | 1.388889 | D-7 | 1.388889 |
| D-4 | 1.472222 | D-8 | 1.472222 |

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PHASE 3

UNIT NO.

PERCENTAGE

| | |
|----------------|---------------------|
| E-1 | 1.472222 |
| E-2 | 1.138891 |
| E-3 | 1.388889 |
| E-4 | 1.472222 |
| F-1 | 1.472222 |
| F-2 | 1.138891 |
| F-3 | 1.388889 |
| F-4 | 1.472222 |

UNIT NO.

PERCENTAGE

| | |
|-----|---------------------|
| E-5 | 1.472222 |
| E-6 | 1.388889 |
| E-7 | 1.388889 |
| E-8 | 1.472222 |
| F-5 | 1.472222 |
| F-6 | 1.388873 |
| F-7 | 1.388889 |
| F-8 | 1.472222 |

200 + 55.00 Condo Plat

0.5187 PAGE 1924

RECORDED
PINELLAS CO. FLORIDA

Karlton F. DeBlasi
CLERK CIRCUIT COURT

81084024

FOURTH AMENDMENT TO DECLARATION
CONDOMINIUM OF BEL-FOREST MANOR CONDOMINIUMS

SCIMENS DEVELOPMENT CORPORATION, a Florida corporation, developer of Bel-Forest Manor Condominiums, does hereby state this Fourth Amendment to the Declaration of Condominium Bel-Forest Manor Condominiums which was recorded in Official Records Book 4902, beginning at Page 484, as Clerk's Instrument No. 79141858 on August 23, 1979, at 2:30 P.M., and which appears in Condominium Plat Book 36, Pages 29 through 32, inclusive, as amended by that First Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 4915, beginning at Page 6, as Clerk's Instrument No. 79158878 on September 19, 1979, at 9:20 A.M., as amended by that Second Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 5092, beginning at Page 1035, as Clerk's Instrument No. 80164302 on October 16, 1980, and which appears in Condominium Plat Book 45, Pages 48 through 50, inclusive, as amended by that Third Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 5111, beginning at Page 651, as Clerk's Instrument No. 80187920 on November 24, 1980, at 3:35 A.M. and which appears in Condominium Plat Book 45, Pages 48 through 50, inclusive, all of the Public Records of Pinellas County, Florida.

The Fourth Amendment to the Declaration of Condominium Bel-Forest Manor Condominiums is as follows:

1. Scimens Development Corporation, a Florida corporation, itself, its successors, grantees and assigns, hereby states, declares and ratifies that said Phase 2 of Bel-Forest Manor Condominiums as more particularly defined in Exhibit "A" attached hereto and by this reference made a part hereof, is submitted to condominium ownership, pursuant to the requirements of Chapter 3 of the Statutes of the State of Florida. It is hereby filed to record this Phase 2 which shall become a part of the Bel-Forest Manor Condominiums.

2. In addition to the above referenced submission, this Amendment shows substantial completion of Phase 2 of Bel-Forest Manor Condominiums and the certificate of the

...Condominium Plats pertaining hereto were filed on 5-29-81 in Condominium Plat Book 50, pages 120 thru 123 inclusive....

Document was prepared by
ST L. MASCARA
Attorney at Law
Florida Federal Bldg.
Office Box 3542
Tampa, Florida 33631

005197 PAGE 1825

surveyor is incorporated in Exhibit "A" attached hereto and by this reference made a part hereof and said certificate states that the construction of the improvements as to all of Phase 2 of Bel-Forest Manor Condominiums is substantially complete so that the material, together with the provisions of the Declaration and all Amendments thereto describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit as to Phase 2 of Bel-Forest Manor Condominiums can be determined from these materials.

All other terms, conditions, obligations, responsibilities and duties as required by the Declaration of Condominium, and all exhibits and schedules thereto, and any and all Amendments including exhibits and schedules thereto, shall remain in full force and effect and unchanged except as amended by this Fourth Amendment.

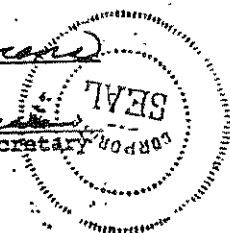
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 29th day of May, 1981.

Signed, sealed and delivered in the presence of:

SCIMENS DEVELOPMENT CORPORATION
a Florida corporation

Dolores Valente
Shawn Leary

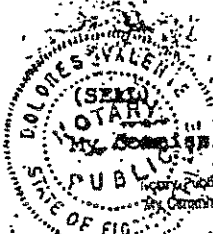
BY Louis Scimens
Its President
ATTEST Ann M. MacCallister
Its Assistant Secretary



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 29th day of May, 1981, by Louis Scimens and Ann M. MacCallister, the President and the Assistant Secretary, respectively, of Scimens Development Corporation, a Florida corporation, on behalf of the corporation.

Dolores Valente
NOTARY PUBLIC



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

0.5197 PAGE 1926

BEL-FOREST MANOR

CONDOMINIUM SECTION 28 TOWNSHIP 29 SOUTH RANGE 18 EAST CITY OF MEL-FLAIR PHILLIPS COUNTY FLORIDA

DEL. FOREST MARION • COWELL LODG. DESERD 1150A

[illegible]

PRESENTER:

1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 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, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653,

Phase II

Priorities at Washington.

PAGE 11

[illegible]

REMARKS **CLIMATE**

[illegible]

ROBERT F. YOUNG, JR.,
1201-24TH ST. LAW OFFICES
ONE EIGHTY-THREE AVENUE ONE
ST. CATHARINES, N.Y. 14150

94194 100-250 100-1

अनुसूचित जाति, अ

BEL-FOREST MANOR
SECTION 30 TOWNSHIP 30 SOUTH
RANGE 18 EAST
CITY OF BELLEVILLE, PIERRE COUNTY, MINNESOTA

0.25197 PAGE 1928

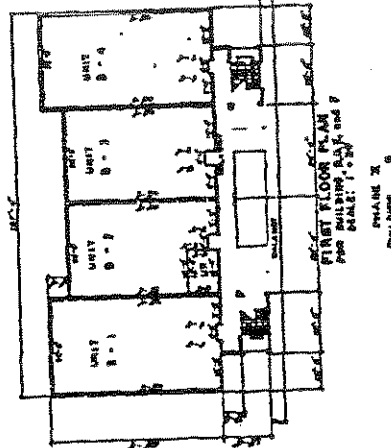
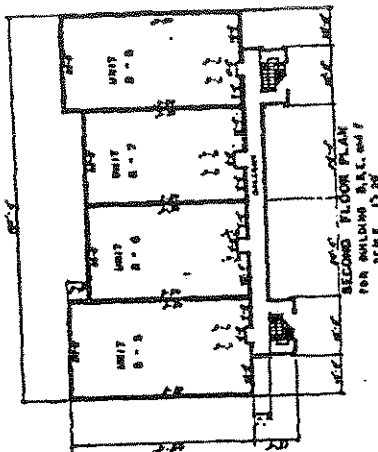
| ELEVATIONS | |
|------------|------------|
| Feet Above | Feet Below |
| 1st Floor | 11.00 |
| 2nd Floor | 12.00 |
| 3rd Floor | 13.00 |
| 4th Floor | 14.00 |
| 5th Floor | 15.00 |
| 6th Floor | 16.00 |
| 7th Floor | 17.00 |
| 8th Floor | 18.00 |
| 9th Floor | 19.00 |
| 10th Floor | 20.00 |

NOTES:
1. THE ELEVATIONS OF THE UNITS ARE THE
ELEVATIONS OF THE BASE OF THE
UNIT. THE ELEVATIONS OF THE
ROOF ARE NOT SHOWN.
2. ALL DIMENSIONS ARE IN FEET AND
INCHES. DIMENSIONS IN PARENTHESES
ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO THE CENTER
OF THE UNIT.

LEGEND
W = WALL
D = DOOR
P = PORCH

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
215 E. 10TH STREET, SUITE 200
ST. CLOUD, MINNESOTA 56301

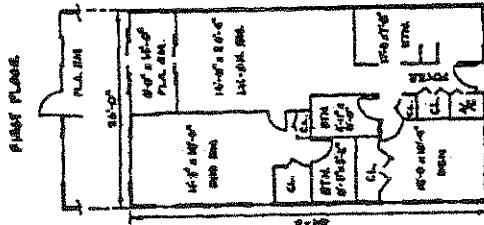
ARCHITECT
UNIT 2 OF 6



BEL-FOREST MANOR

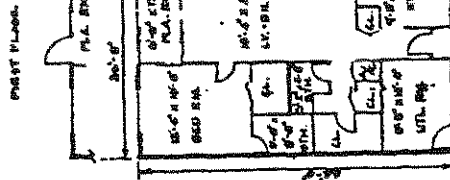
CONDOMINIUM SECTION 28 TOWNSHIP 29 SOUTH RANGE 18 EAST
CITY OF BELLEAIR, PINELLAS COUNTY FLORIDA

Q.N. 5197 PAGE 1929



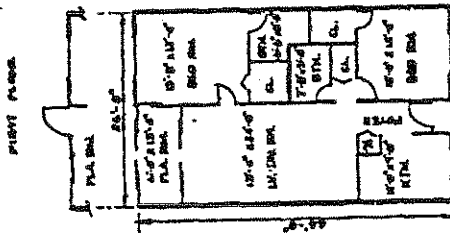
TYPICAL FLOOR PLAN TYPE 'C'

34'-0" x 34'-0"



TYPICAL FLOOR PLAN TYPE 'B'

34'-0" x 34'-0"



TYPICAL FLOOR PLAN TYPE 'A'

34'-0" x 34'-0"

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
210 BELLEVILLE AVENUE, SUITE 200
ST. PETERSBURG, FLORIDA 33705
PHONE: 727-321-1111

LEGEND:
CL - CLOSET
KIT - KITCHEN
BATH - BATHROOM
UTL - UTILITY ROOM
PLA - PORCH
BED - BEDROOM
BTH - BATH

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE: 01/01/00
DRAWN BY: JFL
CHECKED BY: JFL

A.R. 5377 PAGE 502

82108372

01 Cash 11 Chg
40 Rec 2900
41 DS _____
43 Int _____
Tot 2900

FIFTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OF BEL-FOREST MANOR CONDOMINIUMS

JUL 21 10 33 AM '82

SCIMENS DEVELOPMENT CORPORATION, a Florida corporation, the developer of Bel-Forest Manor Condominiums, does hereby create this Fifth Amendment to the Declaration of Condominium of Bel-Forest Manor Condominiums which was recorded in Official Records Book 4902, beginning at Page 484, as Clerk's Instrument No. 79141868 on August 23, 1979, at 2:30 P.M., and which appears in Condominium Plat Book 36, Pages 29 through 32, inclusive, and as amended by that First Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 4915, beginning at Page 6, as Clerk's Instrument No. 79158878 on September 19, 1979, at 9:20 A.M., and as amended by that Second Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 5092, beginning at Page 1035, as Clerk's Instrument No. 80164302 on October 16, 1980, and which appears in Condominium Plat Book 45, Pages 48 through 50, inclusive, and as amended by that Third Amendment to Declaration of Condominium of Bel-Forest Manor Condominiums as recorded in Official Records Book 5111, beginning at Page 651, as Clerk's Instrument No. 80187920 on November 24, 1980, at 10:35 A.M. and which appears in Condominium Plat Book 45, Pages 48 through 50, inclusive, and as amended by that Fourth Amendment to Declaration of Condominium as recorded in Official Records Book 5197, beginning at Page 1924 as Clerk's Instrument No. 81084624 on May 29, 1981 at 10:17 A.M. and which appears in Condominium Plat Book 50, Pages 120 through 123, inclusive, all of the Public Records of Pinellas County, Florida.

The Fifth Amendment to the Declaration of Condominium of Bel-Forest Manor Condominiums is as follows:

1. Scimens Development Corporation, a Florida corporation, for itself, its successors, grantees and assigns, hereby states, declares and ratifies that said Phase 3 of Bel-Forest Manor Condominiums as more particularly defined in Exhibit "A" attached hereto and by this reference made a part hereof, is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida. It is hereby filed for record that this Phase 3 shall become a part of the Bel-Forest Manor Condominiums.

2. In addition to the above referenced submission, this Amendment shows substantial completion of Phase 3 of Bel-Forest Manor Condominiums and the certificate of the surveyor is incorporated in Exhibit "A" attached hereto and by this reference made a part hereof and said certificate states that the construction of

This instrument was prepared by
ERNEST L. MASCARA
Attorney at Law
10th Floor - Florida Federal Bldg.
Post Office Box 3542
St. Petersburg, Florida 33731

Condominium Plats pertaining hereto were filed on 7-21-82 in Condominium Plat Book 62, pages 22 through 26 inclusive.

Original Condominium Plats were filed in Condominium Book 36 Pages 29 thru 32.

RETURN TO

L.R. 5377 PAGE 503

the improvements as to all of Phase 3 of Bel-Forest Manor Condominiums is substantially complete so that the material, together with the provisions of the Declaration and all Amendments thereto describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit as to Phase 3 of Bel-Forest Manor Condominiums can be determined from these materials.

All other terms, conditions, obligations, responsibilities and duties as required by the Declaration of Condominium, and all exhibits and schedules thereto, and any and all Amendments including exhibits and schedules thereto, shall remain in full force and effect and unchanged except as amended by this Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 23 day of March, 1982.

Signed, sealed and delivered
in the presence of:

SCIMENS DEVELOPMENT CORPORATION
a Florida corporation

BY Louis Scimens
Its President

ATTEST Ernest L. Mascara
Its Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23 day of March, 1982, by Louis Scimens and Ernest L. Mascara, the President and the Assistant Secretary, respectively, of Scimens Development Corporation, a Florida corporation, on behalf of the corporation.

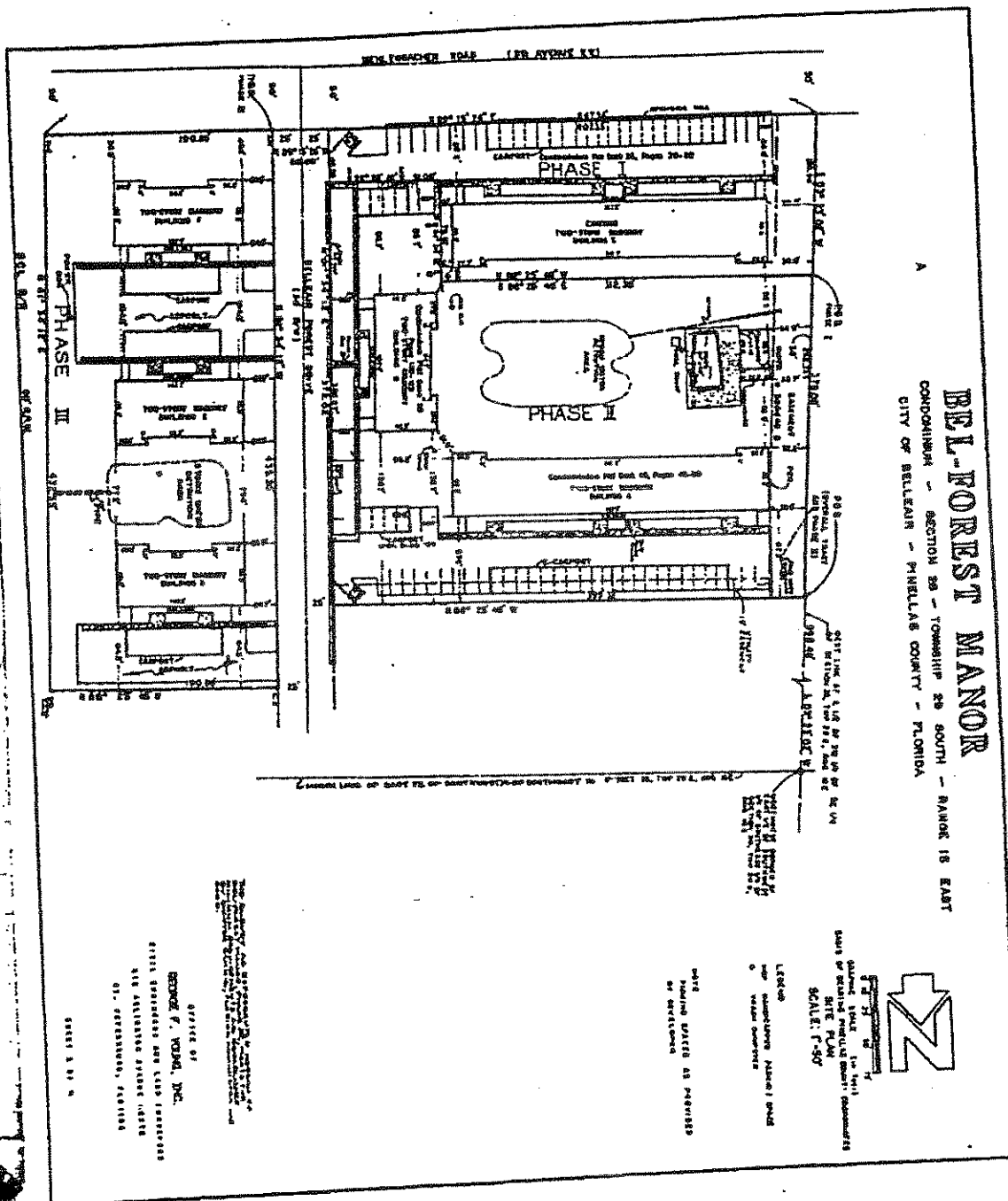
NOTARY PUBLIC
(SEAL)

May L. Maxwell
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires SEPT. 29, 1993

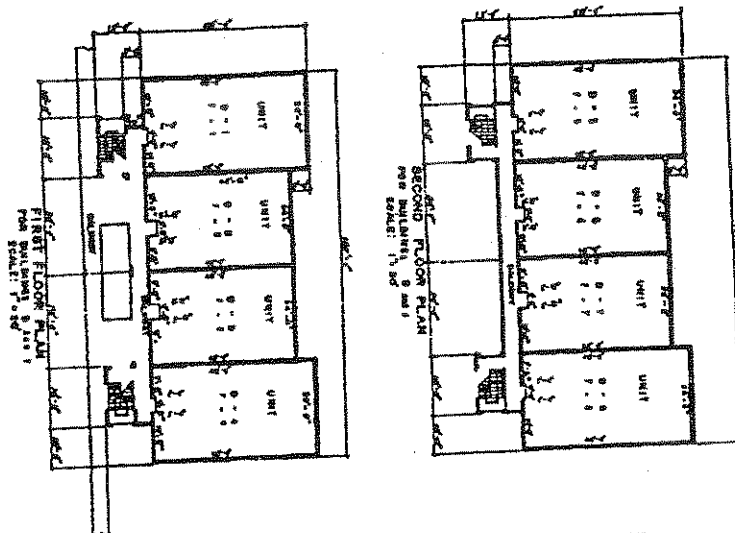
EXHIBIT "A"



4-1-5377 PAGE 506

EXHIBIT "A"

BEL-FOREST MANOR
SECTION 28 TOWNSHIP 29 SOUTH
CITY OF BELLAIR, PINELLAS COUNTY FLORIDA
RANGE 18 EAST



| ELEVATIONS | |
|------------|------------|
| Building | Fin. Floor |
| 1st Floor | 1st Floor |
| 2nd Floor | 2nd Floor |
| 3rd Floor | 3rd Floor |
| 4th Floor | 4th Floor |
| 5th Floor | 5th Floor |
| 6th Floor | 6th Floor |
| 7th Floor | 7th Floor |
| 8th Floor | 8th Floor |
| 9th Floor | 9th Floor |
| 10th Floor | 10th Floor |

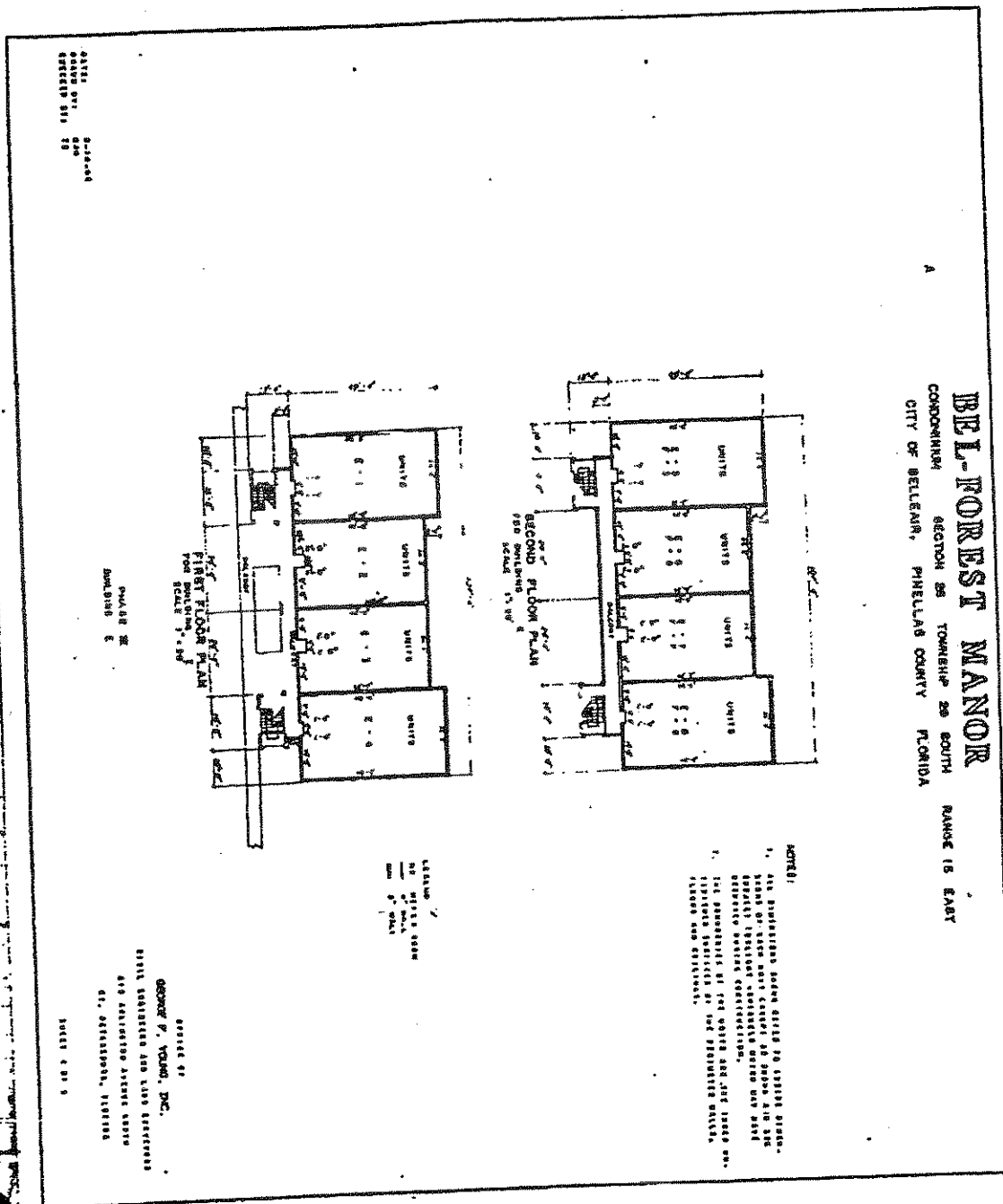
NOTES:
1. ALL DIMENSIONS SHOWN ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
3. ALL WORKMANSHIP TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
4. ALL MATERIALS TO BE OF THE BEST QUALITY AND AVAILABLE.
5. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
7. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
9. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.

DESIGNED BY
GEORGE F. YOUNG, JR., P.E.
CIVIL ENGINEER AND LAND SURVEYOR
1111 BELLAIR AVENUE, SUITE 200
BELLAIR, FLORIDA 33411
PHONE 813-486-1111
FAX 813-486-1112

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

L 5377 PAGE 507

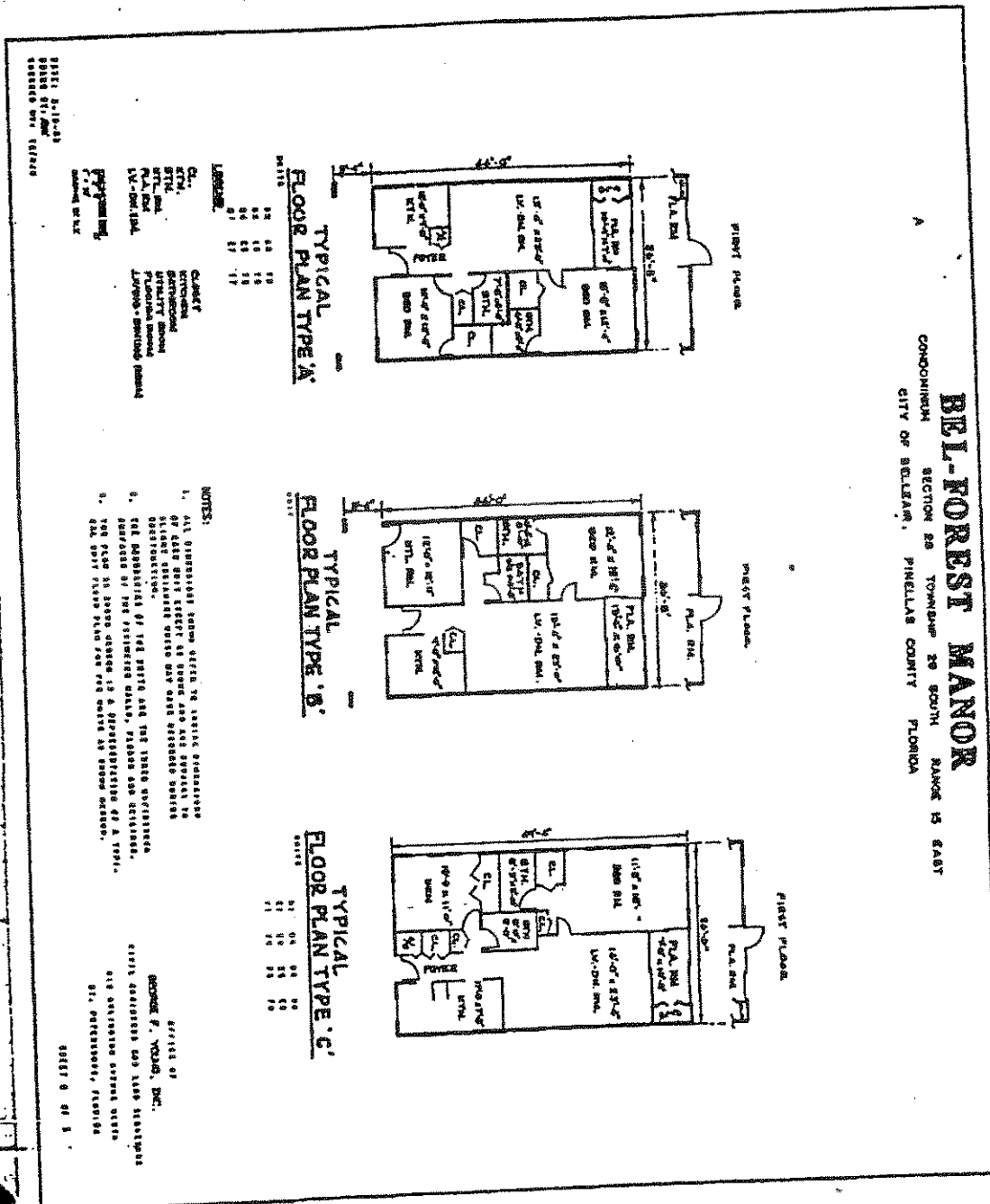
EXHIBIT "A"



THIS DOCUMENT IS THE PROPERTY OF THE U.S. GOVERNMENT AND IS NOT TO BE DISTRIBUTED OUTSIDE THE U.S. GOVERNMENT.

4.1.5377 PAGE 508

EXHIBIT "A"



B3245163

L15661 PW 770

SIXTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OF BEL-FOREST MANOR CONDOMINIUMS

BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (the "Association") pursuant to Article XVIII of the Bylaws of the Association hereby sets forth certain amendments to the said Bylaws which is an exhibit to the Declaration of Condominium of BEL-FOREST MANOR CONDOMINIUMS which is recorded in Official Records Book 4902, beginning at page 484 of the Public Records of Pinellas County, Florida together with all amendments thereto. The aforesaid Declaration of Condominium and all amendments thereto shall hereafter be referred to as the "Declaration".

Pursuant to the Declaration, specifically Article XVIII of the Bylaws of the Association, any amendments to said Bylaws shall be set forth or annexed to a duly recorded amendment to the Declaration. Accordingly, the Association hereby certifies as follows:

1. A notice of regular meeting of the members of the Association has been given in accordance with the Bylaws of the Association and the notice as aforesaid contained a full statement of the proposed amendments to the Bylaws.

2. At said meeting, by signed ballots, more than eighty percent (80%) of all members of the Association approved the following amendments to the Bylaws of the Association:

(a) Amendment to Article XIII, Section [REDACTED] Assessments is hereby amended by repealing retroactively, the payment of the initial maintenance fee equal to three (3) times the monthly payment for any particular unit, which sum shall be over and above the assessments referred to in this Section 1. In addition, the initial purchase shall be defined as the original sale from the developer to any unit owner; and

(b) Amendment to Article XI, Section 22--Transfer Fee is hereby amended by reducing the application fee, retroactively, for the transfer of membership in Association, either by conveyance or lease of a condominium parcel from \$50.00 to \$25.00.

The Association hereby certifies that this Sixth Amendment shall be registered in the minutes of the Association as of the date of said meeting.

This document prepared by
JANET L. HARRIS
600 BAYVIEW
ST. PETERSBURG, FL 33706
St. Petersburg, FL 33706

DEC 13 5 17 PM '03

C.I. 5661 HALL 771

IN WITNESS WHEREOF, the Association has executed this
Sixth Amendment, this 1st day of December, 1983.

Signed, sealed and delivered BEL-FOREST MANOR CONDOMINIUM
in the presence of: ASSOCIATION, INC.

Patricia A. Danisco By: Patricia A. Danisco
Its President
John L. Reichen Attest: John L. Reichen
Its Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 1st day of December, 1983, by Patricia A. Danisco
President and the John L. Reichen the
Secretary, respectively, of BEL-
FOREST MANOR CONDOMINIUM ASSOCIATION, INC., a Florida non-
profit corporation, on behalf of the Association.

John L. Reichen
NOTARY PUBLIC



Commission Expires:

Notary Public, State of Florida

Commission Expires 12/31/85

PINELLAS COUNTY FLA.
INST # 90-027225

*** OFFICIAL RECORDS ***
BOOK 7187 PAGE 1502

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at . duly called meetings of the members on May 21, 1988 and on November 14, 1989, by a vote of not less than seventy-five percent (75%) of the total vote of the voting members of the Association and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for BEL-FOREST MANOR CONDOMINIUM as originally recorded in O.R. Book 4902, Page 484, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC. is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23rd day of January, 1990.

BEL-FOREST MANOR CONDOMINIUM
ASSOCIATION, INC.

(Corporate Seal)

By: Betty Jean Hymers
President

SECRETARY
Joseph T. Taylor
Secretary

27028914 RMH 01-31-90 15:37:42
01
RECORDING 1 \$10.50

STATE OF FLORIDA
COUNTY OF PINELLAS

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

On this 23rd day of January, 1990, personally appeared before me Betty Jean Hymers, President, and Joseph T. Taylor, Secretary of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

RETURN TO:

William L. Loh
Notary Public

Document Prepared By:
LAURA J. DAYBURN, P.A.
1300 Bayshore Blvd.
Dunedin, FL 34692

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 27, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

F. DEBLAKER, CLERK

*** OFFICIAL RECORDS ***
BOOK 7187 PAGE 1503

SCHEDULE OF AMENDMENTS
TO
BYLAWS
FOR
BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.

1. Article V, Section 2A of the Bylaws is amended to read as follows:

"A. Regular Annual Meetings subsequent to the date referred to above, shall be held on the ~~third~~ second Tuesday of ~~March~~ November of each succeeding year, if not a legal holiday; and if a legal holiday, then on the next secular day following."

2. Article XI, Section 2 of the Bylaws is amended to read as follows:

"Section 2 - Transfer Fee. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of ~~\$25.00~~ \$30.00, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board.