Declaration of Condominium

The Boulevard Club

A Condominium

CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 31 PG 27 thru 33 incl

DECLARATION OF CONDOMINIUM

OF

THE BOULEVARD CLUB

(A CONDOMINIUM)

THIS IS A DECLARATION OF CONDOMINIUM by Florida International Home Corporation, a Florida corporation, hereinafter called "Developer", for itself, and its successors, wherein the Developer establishes this Declaration of Condominium as the plan of condominium ownership for the lands and improvements herein described.

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

Developer hereby submits the properties described in Exhibit "A" attached hereto and improvements located, or to be located, thereon to condominium ownership pursuant to Chapter 718, Florida Statutes, and declares the same to be a condominium to be known and identified as:

The Boulevard Club, a Condominium

(Hereinafter referred to as "Condominium")

ARTICLE II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "B", consisting of 7 pages, is a survey of the land and graphic description and the plot plan of the improvements constituting the condominium upon which is identified the apartment units, common elements and limited common elements as said terms are hereinafter defined, with their respective locations and approximate dimensions.

ARTICLE III

DEFINITIONS

(A) The condominium consists of apartment units, common elements, and limited common elements as the same are hereinafter defined:

1. Apartment Units shall mean and comprise 264 separate and numbered apartment units which are designated in Exhibit "B" to this Declaration of Condominium, excluding all spaces and improvements lying below the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceiling of each unit. The windows, screens and doors are including in the apartment unit and the responsibility of maintenance, repair and replacement of such items shall be that of the apartment unit owner; provided, neverthe-

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Joseph H. Chumbley
Attorney at Law
3924 Central Avenue
St. Petersburg, Florida 33711

less, that the Association hereinafter established shall reserve the right to make any necessary maintainance, repair or replacement for the exterior windows, screens and doors to insure that the exterior of the condominium building is kept neat and uniform. Any expenses incurred by the Association in correcting exterior windows, screens or doors shall be assessed against the apartment unit owner as provided for herein. No apartment unit owner shall be deemed to own any supporting columns, pipes, wires, conduits or other public utility lines running through his apartment unit, which are utilized for or serve more than his one apartment unit and any such items are by this Declaration made a part of the common elements notwithstanding the fact they may be within the confines of the walls of his apartment unit as herein defined.

2. Common Elements means the portions of the condominium property not included in the units and are comprised of all of the real property, improvements, and facilities of the condominium other than the apartment units and limited common elements. Common elements shall include, but not be limited to, easements through apartment units for all facilities for the furnishing of utility services to the apartment units, to the common elements and limited common elements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the apartment owners.

3. Limited Common Elements means the portions of the condominium property not included in the apartment units nor common elements and are comprised of the parking areas, apartment balconies and balcony areas designated in Exhibit "B". As to each of said parking areas, a right of exclusive use for access and parking is hereby reserved as an appurtenance to a particular apartment unit. One parking space shall be assigned or sold by the Developer or the Board of Directors and the space shall thereafter be deemed a limited common element reserved for the use of the apartment unit to which it was originally sold or assigned. All parking areas not sold or assigned by the Developer or Board of Directors shall be made available pursuant to regulations of the Association for guests or as additional parking spaces for apartment unit owners. As to each of said apartment balconies, a right of exclusive use for access and use is hereby reserved as an appurtenance to the adjoining apartment unit and the transfer of the apartment unit shall be deemed to convey and transfer the adjoining balcony. To maintain uniformity in exterior appearance, maintenance and repair, expenses of maintenance, repair or replacement relating to the surfaces, or involving structural maintenance, repair or replacement for all such areas shall be treated and paid for as a part of the common expenses of the Association.

(B) Association means The Boulevard Association, Inc., a corporation of the State of Florida not for profit and its successors.

(C) Common Expenses includes

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartment units to be maintained by the Association.

2. Expenses declared common expenses under the provisions of this Declaration of Condominium, or by the By-Laws.

3. Any valid charge against the condominium as a whole.

ARTICLE IV

OWNERSHIP OF APARTMENT UNITS AND APPURTENANT INTEREST IN COMMON PROPERTY

(A) Each apartment unit shall be conveyed by a Warranty Deed and treated as individual property capable of independent use and as an appurtenance to the ownership, the owner shall have an undivided percentage interest in the common elements and limited elements, the undivided interest appurtenant to each said apartment unit being that which is specifically assigned to each apartment unit in this Declaration. The percentage of any undivided interest in and to the common elements and limited common elements shall not be changed except with the unanimous consent of all of the owners of all of the apartment units.

(B) Each apartment unit owner shall be assigned a parking space in the initial transfer of the apartment unit. Such parking space shall be evidenced by a certificate of interest and shall not be changed or separated from the apartment unit except with the unanimous consent of all of the owners of all of the apartment units.

ARTICLE V

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

The percentage of ownership in the common elements for each apartment unit is in accordance with Schedule attached hereto as Exhibit "C".

ARTICLE VI

COMMON EXPENSES AND COMMON SURPLUS

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, as designated in Article V of this Declaration.

ARTICLE VII

AMENDMENT OF PLANS AND COMPLETION OF IMPROVEMENTS

(A) The Developer herein reserves the right to change or alter the interior design and arrangement of all apartment units and to alter the boundaries between apartments so long as the interest of the Developer has not been sold, provided that no such changes shall increase the number of apartments nor alter the boundaries of the common elements nor the boundaries of any apartments in which the Developer has sold his interest without amendment of this Declaration of Condominium. Developer may make dimensional changes in the size of the rooms in the apartments, but may not change overall apartment area or structural walls except as herein provided.

(B) Any amendment of this Declaration reflecting such alteration or modification of the interior design and arrangement of apartments need be signed and acknowledged only by the Developer and need not be approved by the Association, members of the Association, Apartment Owners or Lienors or Mortgagees of Apartments or of the Condominium, whether or not elsewhere required for an Amendment.

ARTICLE VIII

EASEMENTS

(A) Easements are reserved by the undersigned through the condominium property as may be required for utility services in order to serve the occupants of the apartment units; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment unit owner.

(B) Easements are reserved by the undersigned as may be required for utility services in order to adequately serve the condominium. Easements are also reserved for pedestrian traffic over and across sidewalks, paths, walks, lanes as the same may exist. Easements are further reserved for vehicular traffic over and across such portions of the common elements as may be from time to time paved and used for that purpose.

(C) If any apartment units shall encroach upon any common element, or upon any other apartment by reason of original construction or by the unintentional and non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(D) Easements are reserved by the undersigned to itself, its successors or assigns for the exclusive right to install and maintain a Central Antenna Television Service for the condominium and apartment units. Rates charged for such services shall be comparable to those rates being charged for the same or similar services in the community.

(E) The easements reserved herein cannot be terminated or restricted by the Association except as authorized in writing by the Developer and ratified by the Board of Directors of the Association and by the affirmative vote of one hundred (100%) per cent of the apartment unit owners.

ARTICLE IX

ADMINISTRATION BY CONDOMINIUM ASSOCIATION

(A) To facilitate efficient and effective administration of the condominium, a non-profit corporation known and designated as The Boulevard Association, Inc., herein referred to as the Association, has been organized. Said corporation shall administer the operation and management of the condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and initial By-Laws are annexed hereto and expressly made a part hereof as Exhibits "D" and "E", respectively.

(B) Membership in the Association shall be automatically extended to the owner or owners of each apartment unit and the appurtenant undivided interest in the common elements and limited common elements; membership shall likewise terminate automatically upon the owner or owners being divested of any such ownership interest regardless of the means by which such ownership is divested. Membership does not extend to any person, firm or corporation holding

any lien, mortgage or other encumbrance by virtue of said lien, mortgage or encumbrance.

(C) In the administration of the operation and management hereunder, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units and common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium.

(D) Anything contained herein to the contrary notwithstanding, the Developer has retained control of the Association as set forth in the Articles of Incorporation and the By-Laws attached hereto. The control retained by the Developer shall be in accordance with the Florida Condominium law, Section 718.301. All provisions contained in this Article relating to administration of the condominium by the Association and any other articles in the Declaration of Condominium relating to voting rights or any other Association functions or rights are expressly made subject to the retained control of the Developer.

(E) John J. Pearson, whose address is 10900 U. S. Highway 19 S., Clearwater, Florida 33516, is hereby designated as Resident Agent of the Association to receive service of process.

ARTICLE X

ASSOCIATION VOTING RIGHTS

(A) Ownership of an apartment unit shall entitle the owner thereof to membership in the Association.

(B) Each condominium apartment unit shall be entitled to one (1) vote which shall be cast by the apartment unit owner. In the event any unit is owned by more than one owner, the total owners of each unit shall collectively be entitled to cast the one (1) vote attributable to such unit, in the manner provided in the Articles of Incorporation and By-Laws.

ARTICLE XI

AMENDMENT OF DECLARATION

(A) Except as may otherwise be provided herein, this Declaration may be amended at any regular or special meeting of the Association called and noticed in accordance with its By-Laws, by an affirmative vote of seventy-five (75%) of the apartment unit owners present and voting.

(B) Subsection A of this Article shall not apply to any amendment attempting to change any condominium parcel, voting rights, percentages of sharing common expenses and owning common surplus, or any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of such amendment shall be required.

ARTICLE XII

MANAGEMENT

The management of the condominium shall be by the Association. The management fee shall be considered to be a part of the common expenses of the Association.

ARTICLE XIII

TRANSFER SUBJECT TO APPROVAL

(A) SALE: No apartment unit owner may dispose of any apartment unit or any interest in an apartment unit by sales without approval of the Association, except to another apartment unit owner.

(B) OTHER TRANSFERS: If any apartment unit owner shall acquire title by gift, devise or inheritance, or in any other manner, his ownership of his apartment unit shall nevertheless be subject to the approval of the Association. However, if such person acquiring title by gift, devise or inheritance is the spouse, child, children or parent of the donor or deceased owner, or another owner in the Condominium, then the continuance of his ownership shall not be subject to Association approval.

(C) APPROVAL BY THE ASSOCIATION: The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Notice to Association:

(a) Sale - An apartment owner intending to make a bona fide sale of his apartment unit, or any interest therein, shall give the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Transfers by Gift, Devise or in Other Manner - Any unit owner, obtaining title by gift, devise or inheritance, or by any other manner, shall give the Association notice of his acquisition of title, together with such information concerning the apartment unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(c) Failure to Give Notice - If the above required notice is not given to the Association, then at any time after receiving knowledge of the transaction or event transferring ownership of an apartment unit, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Approval:

(a) If the transaction involves a sale situation, then the Association must, within thirty (30) days after receipt of notice as herein required, either approve or disapprove the contemplated transaction. If approved, such approval shall be evidenced by a certificate executed by the President and Secretary of the Association which shall be recorded in the Public Records at the expense of the Purchaser. If an apartment unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then the Association must grant approval or disapproval within thirty (30) days, approval to be stated in a certificate recordable in form and which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the then owner.

3. Disapproval:

(a) Sale - In the event a proposed sale is disapproved, the selling owner shall be notified by certified mail, and if the owner still desires to consumate such a sale, he shall give written notice to the Association of such intention at least thirty (30) days prior to the closing date of such sale, together with the bona fide price and other terms of the sale. After notification of the Association, any member of the Association shall have the option to purchase the apartment unit at the price stated in the disapproved contract, which option shall be exercised by giving written notice to the Association and to the selling owner. Upon giving notice to the Association, the purchasing apartment unit owner shall deposit ten (10%) per cent of the purchase price with the President of the Association as a good faith deposit. This option shall also be available to the Management Contractor, the Developer and the Association. In the event the option is not exercised, then the Association must approve the proposed transaction.

In the event the option is exercised and a purchase is to be made by an apartment unit owner, or by the other entities referred to herein, the sale shall be made in accordance with the terms of the original contract submitted by the selling apartment unit owner, except that the purchasing apartment unit owner shall have an additional thirty (30) days from and after the original closing date on the contract of sale. All closing costs shall be borne by the respective parties in the customary manner.

(b) Gifts, devises and inheritances, and other transfers - In the event a transfer comes within this section and the transfer is disapproved, then the Association, the Developer, or any member of the Association, shall have the right and option to purchase such unit or interest therein for cash at the fair market value to be determined by arbitration as herein provided, which option shall be exercisable in the same manner as provided herein for sales; provided, however, that no deposit shall be required until the fair market value has been determined. Upon notification that the option is being exercised by the persons, corporations, or entities herein mentioned, the Association and the apartment unit owner desiring to make a gift, or the recipient of the unit interest by gift, devise or otherwise, shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days thereafter appoint another qualified real estate appraiser to act as a third arbitrator. Within thirty (30) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the apartment unit ownership or interest therein which is the subject of the option, and shall thereupon give written notice of such determination to the apartment unit owner and the Association. The optionee, whether the Association, a member thereof, or Developer, shall thereafter have thirty (30) days within which time to deposit ten (10%) per cent of the fair market value with the Association and in the event he fails to do so, said option shall expire and the Association will at that time give the requisite certificate of approval to the apartment unit owner.

(c) Notwithstanding any of the provisions hereinabove contained, the provisions of this Article shall not be applicable to the Developer, to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or by voluntary acceptance of a transfer of title in lieu of such foreclosure, to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection

with the foreclosure of an institutional first mortgage. And, until said Developer sells all of the units or releases control of the development as hereinabove provided, it is irrevocably authorized, permitted and empowered to sell condominium parcels to any purchaser approved by it, or to refuse to sell condominium parcels to any purchaser approved by it, or to refuse to sell condominium parcels to any purchaser disapproved by it. Developer shall have the right to transact any business necessary to consumate sales, including but not limited to the right to maintain models, the right to post signs and promote sales in the condominium building or upon the common elements and it shall have the right to use the common elements and to show units for sale. Any sales office or model, any furniture therein, signs and all items pertaining to sale shall remain the property of the Developer. In the event there are unsold condominium units, Developer retains the right to be the owner of such units the same as any other apartment unit owner, excepting that the Developer will not be subject to the provisions of this Article relating to resale or other transfers of title.

ARTICLE XIV

MORTGAGES SUBJECT TO APPROVAL

No apartment unit owner may mortgage his apartment unit nor any interest therein without the prior approval of the Association, except to a bank, life insurance company or savings and loan association, or to his vendor to secure a portion, or all, of the purchase price. Such approval may not be arbitrarily withheld.

ARTICLE XV

ASSESSMENTS

Common expenses, including those acquired by virtue of any Management Contract, shall be assessed against each apartment unit owner by the Association as provided herein. All such assessments, including reasonable attorneys' fees and other costs of collection of same, shall be secured by lien against the apartment unit against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration. Any such lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that such lien shall be subordinate and inferior to that of any institutional first mortgage. It is specifically provided that the right to collect the common expenses, to make assessments and to enforce liens against apartment units for the collection of such common expenses may be delegated in accordance with the terms of the Association's corporate charter and its By-Laws.

In the event an institutional mortgagee obtains title to an apartment unit as the result of foreclosure of a first mortgage thereon, or by voluntary conveying in lieu thereof, such mortgagee shall not be liable for the share of common expenses or assessments due and owing by the former apartment unit owner which became due prior to the acquisition of title by said mortgagee. Any such unpaid share of common expenses or assessments shall be deemed to be common expenses and collectible from all apartment unit owners in the condominium.

ARTICLE XVI

INSURANCE

Insurance shall be carried upon the condominium property as follows:

(A) Liability Insurance: The Board of Directors of the Association shall obtain public liability insurance covering all of the common elements of the condominium and insuring the Association and the unit owners as it and their interest appear, in such amounts as the Board of Directors may determine from time to time. Premiums for the payments of such insurance shall be chargeable as common expenses to be assessed and paid by each of the unit owners. The Association shall not be responsible for purchasing liability insurance to cover accidents occurring within individual units.

(B) Hazard Insurance:

1. Purchase of Insurance - The Association shall at all times obtain and maintain fire, windstorm, and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium property in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, together with such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expense. The Association shall not be responsible for purchasing any insurance on any of the contents or interior walls or equipment of any of the apartment units.

2. Loss Payable Provisions - All original copies or certificate copies shall be held by the Association and shall be for the benefit of and payable to the Association, with institutional first mortgagees to be named in the policies as this interest may appear. Certificates of insurance shall be furnished to institutional first mortgagees.

3. Utilization of Insurance Premiums - In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications of the building prepared by the architect, said plans being on file with the Building Department of Pinellas County, Florida. If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owner in accordance with this Declaration to cover any deficiency. Apartment unit owners shall have the responsibility for paying for the repair and redecorating of the damaged portions of the interior of their unit.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty (50%) per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five (75%) per cent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the condominium shall be terminated, the insurance proceeds to be disbursed to the unit owners and their mortgagees as their interests may appear.

4. Under all circumstances the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements constituting common elements or common property.

(C) Workmen's Compensation Insurance: The Association shall, if required by state laws, carry workmen's compensation insurance policies which shall comply with the requirements of the laws of the State of Florida. Premiums for the payment of each insurance shall be chargeable as a common expense to be assessed against and paid by each of the unit owners.

ARTICLE XVII

RESTRICTIONS

(A) The use of the property as a condominium shall be in accordance with the following provisions:

1. No apartment shall be used for any purposes other than residential. No apartment may be permanently divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without amending this Declaration of Condominium to show the changes in the apartment units to be affected thereby. Anything in this Article to the contrary notwithstanding, the Developer shall be entitled to use apartment units as model apartments to promote sales until after the Developer has closed the sales of all of the apartment units.

2. The common elements shall be used only for the purpose for which they are intended in furnishing services and facilities for the enjoyment of the apartments.

3. All unit owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately needed by the units.

4. Except for name plates of uniform size and design approved by the Board of Directors of the Association, and except for signs promoting sales or rentals used by the Developer, or its successors, no unit owner shall cause any signs to be posted or affixed to any of the common elements or in any unit in which such sign may be seen from the common elements.

5. No nuisances shall be allowed upon the condominium property nor any use or practice which is a source of annoyance to residents or which interferes with the peaceable possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

6. Apartment unit owners, their families, guests, invitees, or lessees shall in no way deface or mar or make any alteration, repair or replacement, or change, in or to the common elements and shall be liable for damages therefor.

7. All common hallways, balconies and passages shall be kept free for their intended use by the apartment unit owners and in no event shall the same be used as storage areas for either temporary or permanent storage.

8. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on any balconies.

9. No owner or occupant of any apartment unit shall install any type of television antenna, machines or air conditioning units on the exterior, or which can be seen from the exterior, of

the condominium property.

10. No apartment unit shall be permanently occupied by more than one family per each bedroom. The number of bedrooms in each apartment is determined by the plans and specifications for the buildings prepared by the architect on file with the Building Department of Pinellas County, Florida.

11. Pets are restricted to a maximum weight of twenty-four (24) pounds and must be kept on a leash when outside the owner's unit.

12. Children under the age of fifteen (15) are not permitted as permanent residents.

(B) The Association shall have the right to make and amend reasonable rules and regulations respecting the normal day-to-day use of the property in the condominium, but the above use restrictions are restrictive covenants and the same shall be changed or amended only in the manner as provided for the amendment of this Declaration of Condominium.

(C) No amendment to this Declaration of Condominium, to the Articles of Incorporation, the By-Laws, or any other document creating this condominium shall be made which shall change, amend or alter the reserved rights of the Developer relating to easements reserved and not included in this submission to condominium ownership.

(D) Each unit owner by purchasing in the condominium takes subject to and agrees to abide by all of the rules and regulations and restrictions promulgated from time to time by the Association and by the rules and regulations set forth in this Declaration of Condominium.

ARTICLE XVIII

TERMINATION

The condominium project shall continue, unless terminated by casualty loss or condemnation, until there is a voluntary termination in the manner provided for in Section 718 of the Florida Statutes, as amended. In addition thereto, the condominium may be terminated by the affirmative vote of one hundred (100%) per cent of the condominium unit owners in the development and further provided that the holders of all liens affecting any of the condominium units consents thereto.

ARTICLE XIX

RESERVED RIGHTS OF DEVELOPER

The Developer, its successors and assigns have hereinabove reserved certain rights to facilitate the sale of its unsold units. The reserved rights include, but are not limited to, the right to use any unsold unit or units as model apartments for promotion, sales and related uses; the right to use the common areas for sales promotion, access, ingress and egress; and the right to maintain appropriate signs, in Developer's opinion, on the common areas relating to the development and the sale of units. Developer shall have the rights retained in this Declaration for so long as it retains one or more units for sale and this provision shall not be amended without the unanimous vote of all unit owners.

ARTICLE XX

RESERVED RIGHTS AS TO ROAD ACCESS AND SEWER FACILITIES

The Developer expressly reserves the right, at any time in its discretion, to authorize rights of ingress, egress and regress, on, over and across the road owned by the Association to the owner or owners of contiguous pieces of property. The Developer further reserves the right, to grant and authorize additional easements for access to recreational facilities.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

(A) The invalidity in whole or in part of any covenant or restriction of any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

(B) The common elements shall remain undivided and no owner shall bring any action for a partition, so long as the structure in question shall be utilized as a residential, non-profit condominium apartment building.

(C) No owner of a condominium apartment unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, limited common elements or by the abandonment of his apartment unit.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium, this 27 day of October, 1978.

FLORIDA INTERNATIONAL HOME CORPORATION

By _____
President

Attest:

_____
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me personally appeared John J. Pearson and Joann LaPointe, to me well known, and known to me to be the persons described in and who executed the foregoing instrument as President and Secretary of the above-named corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 31st day of

October, 1978.

Notary Public

My commission expires: Jan. 7, 1980

JOINDER OF MORTGAGEE

New York Life Insurance Company, a New York corporation, hereby called the "Mortgagee", the owner and holder of a first Mortgage on the property herein described, which mortgage is recorded in the Public Records of Pinellas County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its first Mortgage as to the property herein described shall be upon the following described property in Pinellas County, Florida:

All of the apartment units of The Boulevard Club, a Condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the units including, but not limited to, all limited common elements and all of the undivided shares of the common elements.

NEW YORK LIFE INSURANCE COMPANY

BY
SECOND Vice President
David L. Friedman

Attest:

Assistant Secretary
ALAN E. PINADO
STATE OF New York)
COUNTY OF Nassau)

Before me personally appeared David L. Friedman and ALAN E. PINADO, to me well known, and known to me to be the persons described in and who executed the foregoing instrument as Second Vice President and Assistant Secretary of the above-named corporation, and severally acknowledged to and before me that they executed such instrument as such Second Vice President and Assistant Secretary, respectively, of said corporation, and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 4th day of August, 1978.

Notary Public
CHRISTINE M. KROESEN
Notary Public, State of New York
No. 52-4630560
Qualified in Suffolk County
Cert. Filed with New York County Clerk
Commission Expires March 30, 1980

My commission expires: 3/30/80

JOINDER OF MORTGAGEE

Lionel Robbins, Trustee, hereby called the "Mortgagee", the owner and holder of a Mortgage on the property herein described, which Mortgage is recorded in the Public Records of Pinellas County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its Mortgage shall be upon the following described property in Pinellas County, Florida:

All of the units of The Boulevard Club, a Condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the units including, but not limited to, all of the undivided shares of the common elements.

LIONEL ROBBINS, TRUSTEE

STATE OF FLORIDA
COUNTY OF PINELLAS Sarasota

Before me personally appeared Lionel Robbins, Trustee, to me well known, and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed such instrument as a free act and deed.

WITNESS my hand and official seal, this 1 day of ____, 1978.

Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires May 25, 1981

THE BOULEVARD CLUB, A CONDOMINIUM

LEGAL DESCRIPTION

(EXHIBIT A OF THE DECLARATION OF CONDOMINIUM)

Being a portion of Farms 33 and 60 in the SW 1/4 of Section 25, Township 30 South, Range 15 East, Pinellas Farms, as recorded in Plat Book 7, Pages 4 and 9, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being more particularly described as follows:

From the Northwest corner of the SW 1/4 of Section 25, Township 30 South, Range 15 East, Pinellas County, Florida, S.00°16'57"W., 236.17 feet along the West line of the SW 1/4 of Section 25; thence S.88°17'22"E., 60.02 feet to the East right-of-way line of Starkey Road for a Point of Beginning; thence S.88°17'22"E., 250.00 feet thence N.00°16'57"E., 208.10 feet; thence S.88°38'46"E., 1061.52 feet along the South right-of-way line of 78 Avenue North, a 60 foot right-of-way; to the West line of Bayou Manor 2nd Addition, as recorded in Plat Book 59, Page 56, Public Records of Pinellas County, Florida, and Boulevard Acres First Addition, as recorded in Plat Book 54, Page 8, Public Records of Pinellas County, Florida; thence along said West line, S.00°21'49"E., 643.82 feet to a point 1 foot North of the South line of Farms 33 and 60; thence N.88°17'22"W., 1059.73 feet along said line to a point 311.00 feet West of the West line of the SW 1/4 of Section 25; thence N.00°16'57"E., 280.06 feet along said line; thence N.88°17'22"W., 251.00 feet to the East right-of way line of Starkey Road; thence N.00°16'57"E., 119.05 feet along said right-of-way to the Point of Beginning.

THE BOULEVARD CLUB, A CONDOMINIUM

PLOT PLAN SURVEY

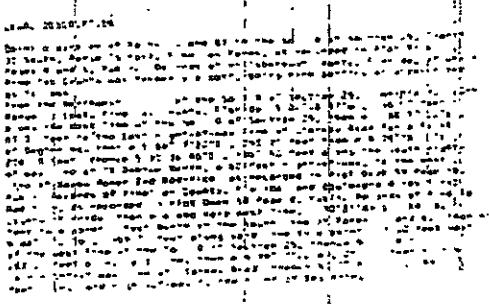
(EXHIBIT B OF THE DECLARATION OF CONDOMINIUM)

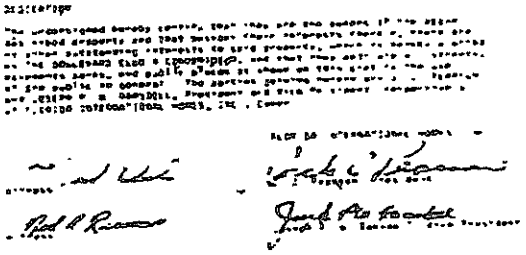
THE ORIGINAL OF THIS INSTRUMENT IS POOR

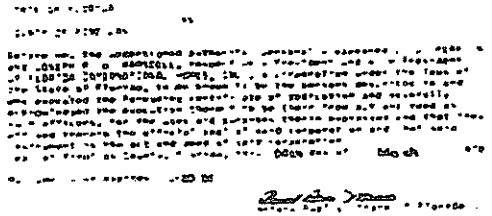
O.R. 4770 PAGE 250

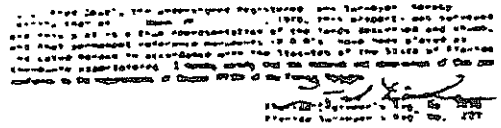
THE BOULEVARD CLUB
A CONDOMINIUM

BEING A PORTION OF FARM 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 7 PAGE 4 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART









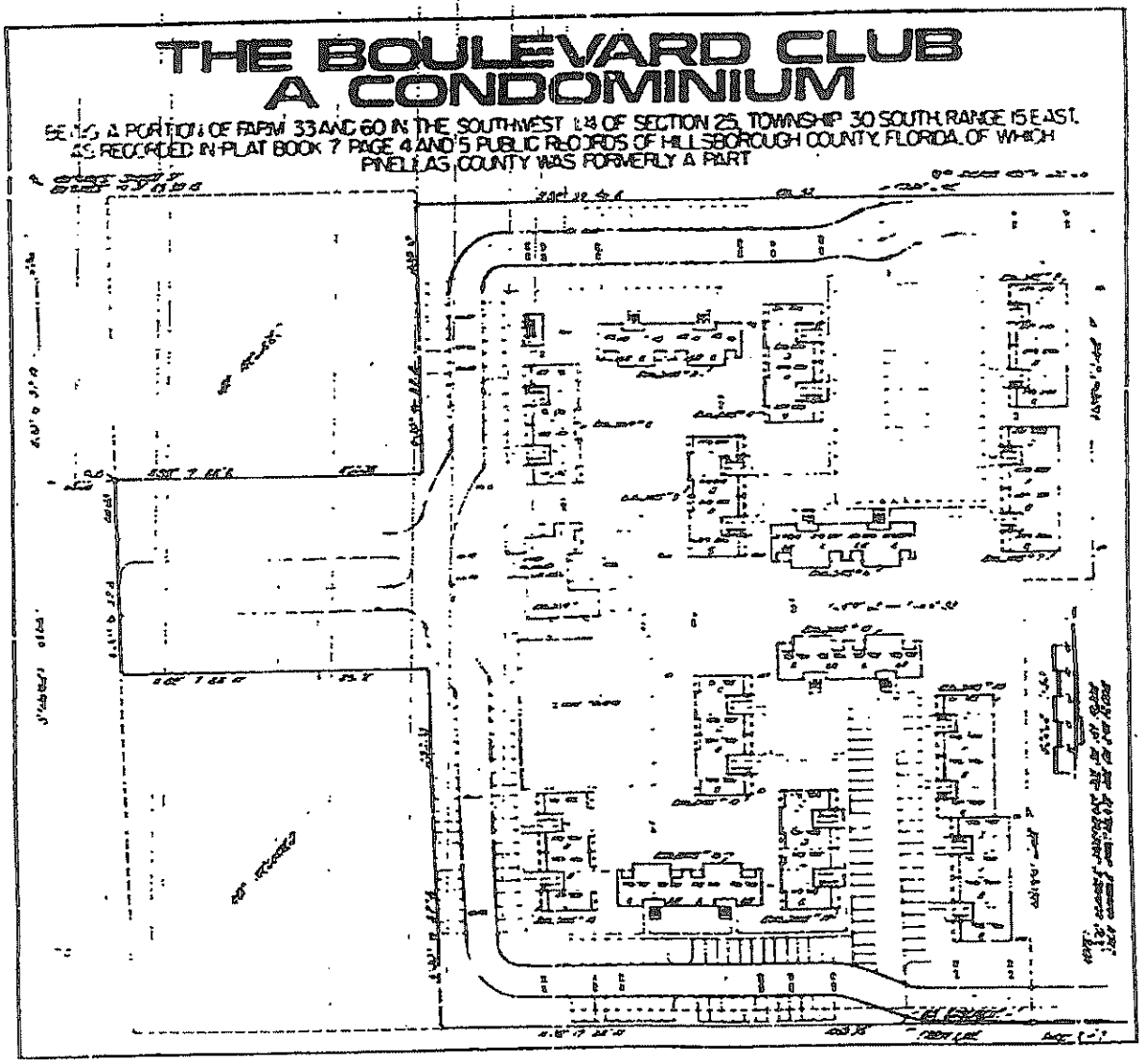
SHEET

THE ORIGINAL OF THIS INSTRUMENT IS POOR

OR 4770 PGS 251

THE BOULEVARD CLUB
A CONDOMINIUM

BEING A PORTION OF FARMS 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 7 PAGE 4 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART



THE BOULEVARD CLUB
A CONDOMINIUM

A PORTION OF FARM 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 7 PAGE 4 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART

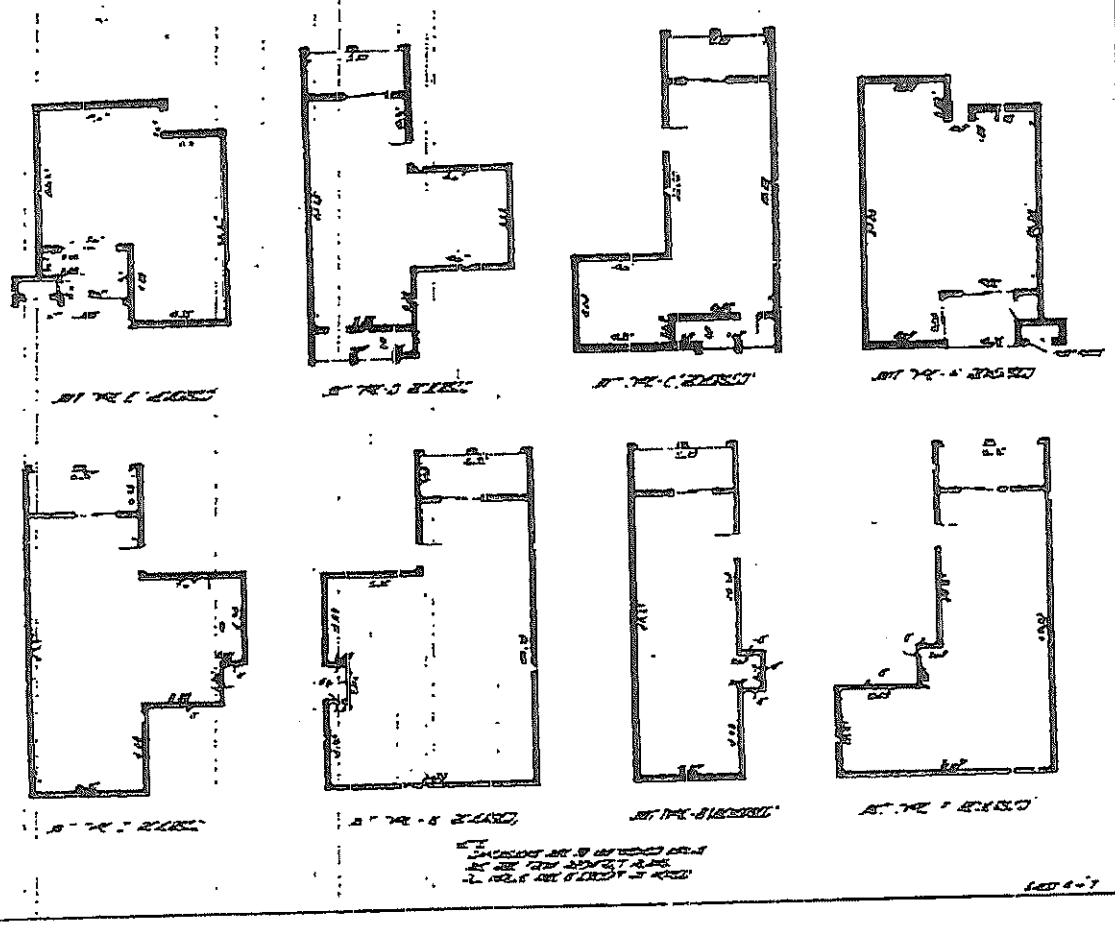
THE ORIGINAL OF THIS INSTRUMENT IS POOR

THE ORIGINAL OF THIS INSTRUMENT IS POOR

OR 4770 PG 1253

THE BOULEVARD CLUB
A CONDOMINIUM

...G A PORTION OF PARCEL 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST,
...S RECORDED IN PLAT BOOK 7 PAGE 14 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH
PINELLAS COUNTY WAS FORMERLY A PART

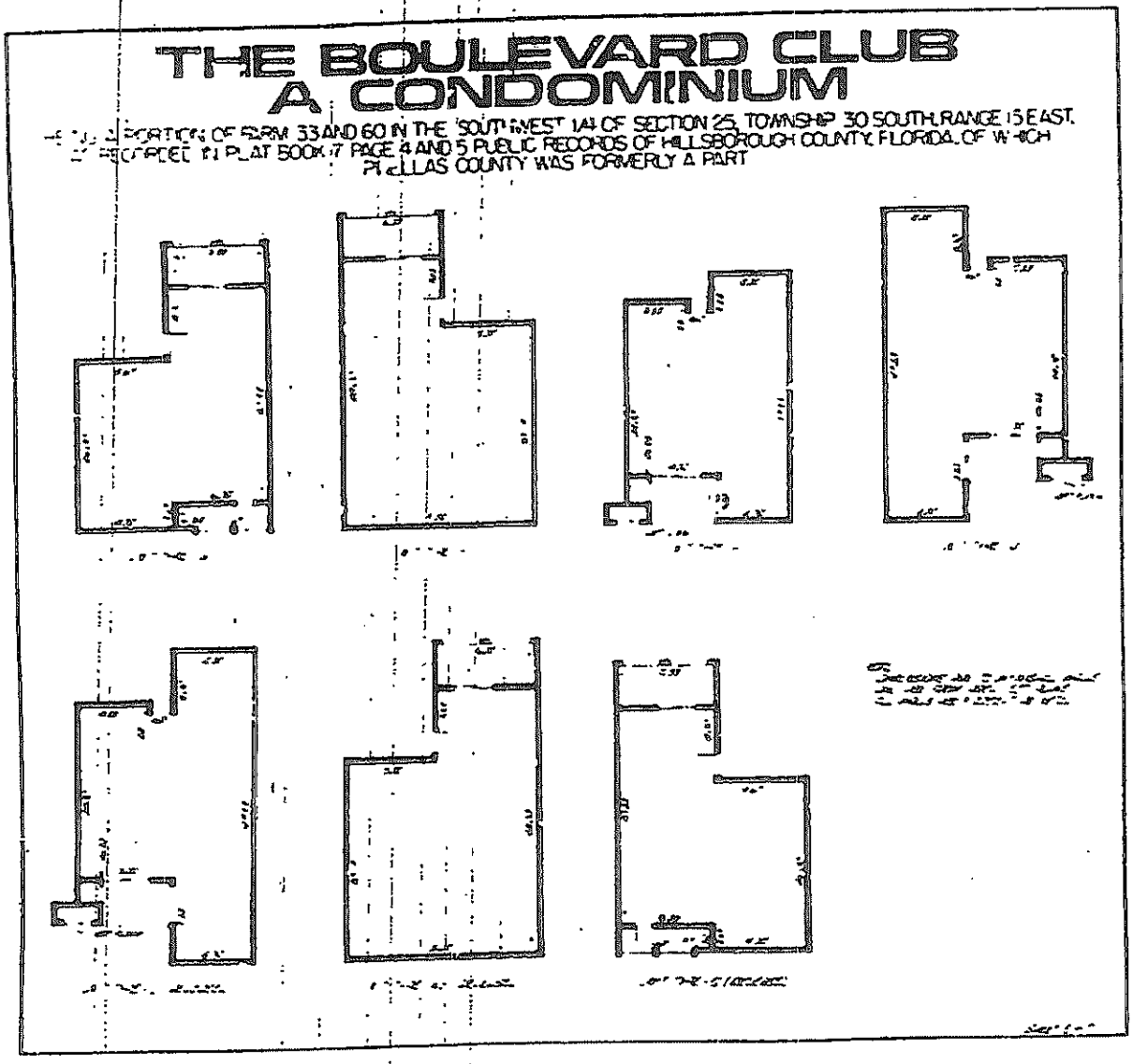


THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 4770 PG. 254

THE BOULEVARD CLUB
A CONDOMINIUM

PORTION OF FARM 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST.
RECORDED IN PLAT BOOK 17 PAGE 4 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. OF WHICH
PINELLAS COUNTY WAS FORMERLY A PART

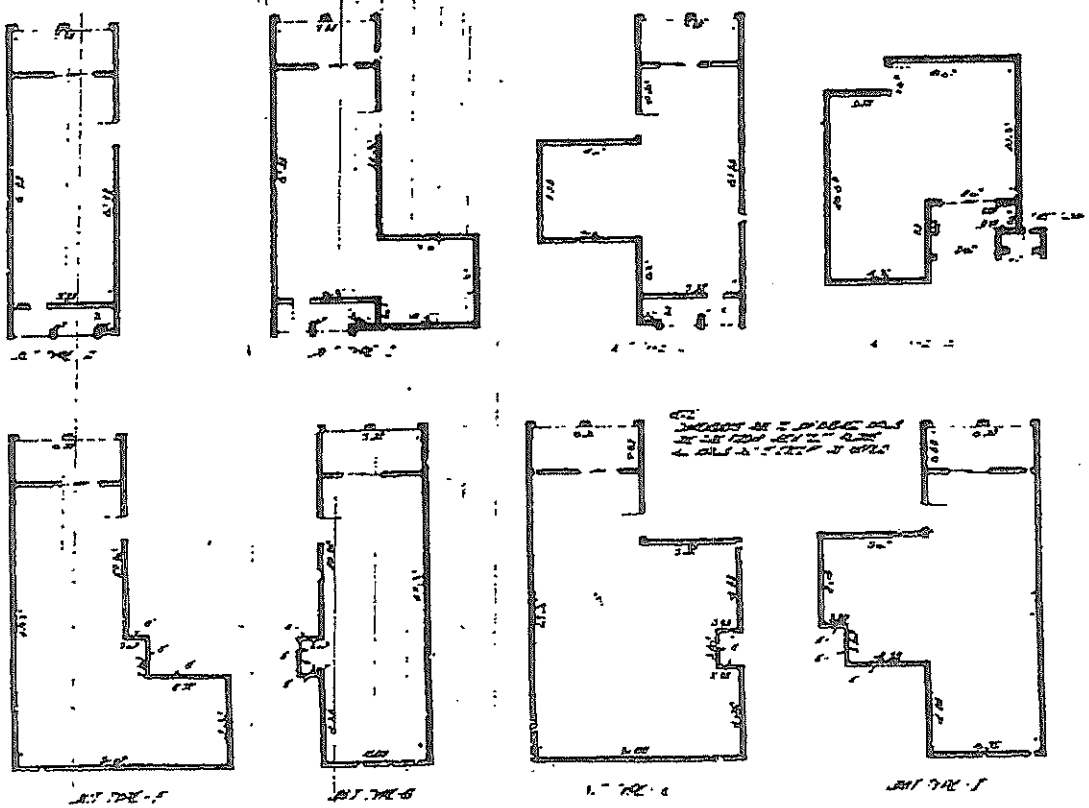


THE ORIGINAL OF THIS INSTRUMENT IS POOR

U.A. 4770 PGS 255

THE BOULEVARD CLUB
A CONDOMINIUM

BEING A PORTION OF FLRV. 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 7 PAGE 4 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART

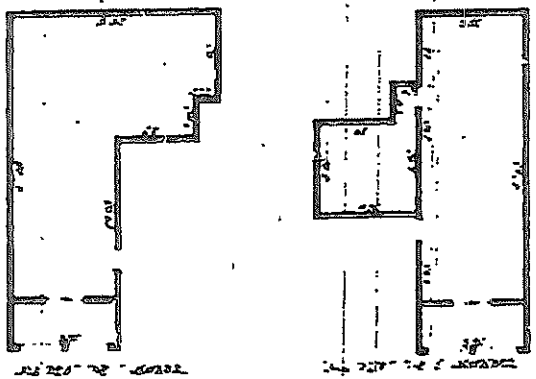


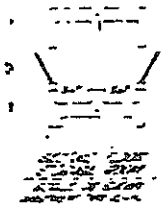
THE ORIGINAL OF THIS INSTRUMENT IS POOR

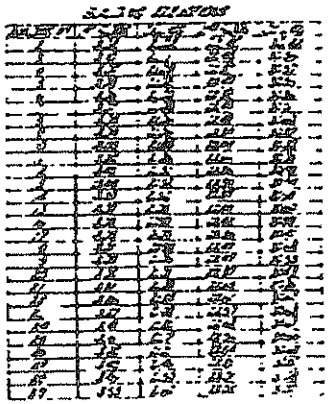
O.R. 4770 PAGE 250

THE BOULEVARD CLUB
A CONDOMINIUM

BEING A PORTION OF FARM 33 AND 60 IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 E... AS RECORDED IN PLAT BOOK 7 PAGE 4 AND 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART







O.R. 4771 PAGE 257

CERTIFICATE OF SURVEYOR

I, C. FRED DEUEL, of C. Fred Deuel & Associates, Inc., St. Petersburg, Florida, certify as follows:

1. I am a surveyor authorized to practice in the State of Florida.

2. This certificate is made as to The Boulevard Club, a condominium located at 7701 Starkey Road, Seminole, Florida, and in compliance with Florida Statute 718.104(4)(e).

3. The construction of the improvements described in Exhibit B, consisting of unit plot plan surveys and building elevations, is sufficiently complete so that such material, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.

C. Fred Deuel
Florida Engineer's Reg. No. 3826
Florida Surveyor's Reg. No. 627

Dated this 29th day of September, 1978.

THE BOULEVARD CLUB, A CONDOMINIUM

PERCENTAGE OF OWNERSHIP

(EXHIBIT C OF THE DECLARATION OF CONDOMINIUM)

THE BOULEVARD CLUB

A CONDOMINIUM

O.R. 4770 PAGE 259

Apt. No.	Percentage	Apt. No.	Percentage	Apt. No.	Percentage
101	.34127	217	.31079	309	.48163
102	.34127	218	.31079	310	.48163
103	.34889	219	.31079	311	.29034
104	.34889	220	.31079	312	.29034
105	.27069	221	.31079	313	.29034
106	.27069	222	.31079	314	.29034
107	.42348	223	.31079	315	.48163
108	.42348	224	.31079	316	.48163
109	.31079	225	.48163	317	.42989
110	.31079	226	.48163	318	.42989
111	.31079	227	.29034	319	.36813
112	.31079	228	.29034	320	.36813
113	.31079	229	.38498	321	.36813
114	.31079	230	.38498	322	.36813
115	.31079	231	.40945	323	.42989
116	.31079	232	.40945	324	.42989
201	.34127	233	.48163	325	.42989
202	.34127	234	.48163	326	.42989
203	.34889	235	.29034	327	.36813
204	.34889	236	.29034	328	.36813
205	.27069	237	.38498	329	.36813
206	.27069	238	.38498	330	.36813
207	.42348	239	.40945	331	.42989
208	.42348	240	.40945	332	.42989
209	.34127	301	.48163	401	.42989
210	.34127	302	.48163	402	.42989
211	.34889	303	.29034	403	.36813
212	.34889	304	.29034	404	.36813
213	.27069	305	.38498	405	.36813
214	.27069	306	.38498	406	.36813
215	.42348	307	.40945	407	.42989
216	.42348	308	.40945	408	.42989

Apt. No.	Percentage	Apt. No.	Percentage	Apt. No.	Percentage
409	.42989	715	.31079	751	.38498
410	.42989	717	.42348	752	.38498
411	.36813	718	.42348	753	.29034
412	.36813	719	.27069	754	29034
413	.36813	720	.27069	755	.48163
414	.36813	721	.34889	756	.48163
415	42989	722	.34889	601	.40945
416	.42989	723	.34127	602	.40945
417	.48163	724	.34127	603	.38498
418	.48163	725	.42348	604	.38498
419	.48163	726	.42348	605	.29034
420	.48163	727	.27069	606	29034
421	.39179	728	.27069	607	.48163
422	.39179	729	.34889	608	.48163
423	.40342	730	.34889	609	.48163
424	.40342	731	.34127	610	.48163
425	.48163	732	.34127	611	.29034
426	.48163	733	.31079	612	.29034
427	.48163	734	.31079	613	.29034
428	.48163	735	.31079	614	.29034
701	.42348	736	.31079	615	.48163
702	.42348	737	.31079	616	.48163
703	.27069	738	.31079	617	.31079
704	.27069	739	.31079	618	.31079
705	.34889	740	.31079	619	.31079
706	.34889	741	.40945	620	.31079
707	.34127	742	.40945	621	.31079
708	.34127	743	.38498	622	.31079
709	.31079	744	.38498	623	.31079
710	.31079	745	.29034	624	.31079
711	.31079	746	.29034	625	42989
712	.31079	747	.48163	626	.42989
713	.31079	748	.48163	627	.36813
714	.31079	749	.40945	628	.36813
715	.31079	750	.40945	629	.36813

Apt. No.	Percentage	Apt. No.	Percentage
630	.36813	524	.42989
631	.42989	525	.42989
632	.42989	526	.42989
633	.42989	527	.36813
634	.42989	528	.36813
635	.36813	529	.36813
636	.36813	530	.36813
637	.36813	531	.42989
638	.36813	532	.42989
639	.42989	441	.40945
640	.42989	442	.40945
501	.42989	443	.38498
502	.42989	444	.38498
503	.36813	445	.38498
504	.36813	446	.38498
505	.36813	447	.40945
506	.36813	448	.40945
507	.42989	429	.48163
508	.42989	430	.48163
509	.42989	431	.48163
510	.42989	432	.48163
511	.36813	433	.38498
512	.36813	434	.38498
513	.36813	435	.40945
514	.36813	436	.40945
515	.42989	437	.48163
516	.42989	438	.48163
517	.42989	439	.48163
518	.42989	440	.48163
519	.36813		
520	.36813		
521	.36813		
522	.36813		
523	.42989		

THE BOULEVARD CLUB, A CONDOMINIUM

ARTICLES OF INCORPORATION

(EXHIBIT "D" OF THE DECLARATION OF CONDOMINIUM)

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of THE BOULEVARD ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 28, 1978, as shown by the records of this office.

The charter number for this corporation is 743044.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of May, 1978

SECRETARY OF STATE

O.R. 4770 PAGE 284

ARTICLES OF INCORPORATION

OF

THE BOULEVARD ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be THE BOULEVARD ASSOCIATION, INC. The principal place of business shall be: 7701 Starkey Road, Seminole, Florida 33541. This corporation is referred to herein as the "Association."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is the operation of THE BOULEVARD CLUB CONDOMINIUM, according to the Declaration of Condominium now, or hereinafter, recorded in the Public Records of Pinellas County, Florida, and located upon lands in Seminole, Florida.

ARTICLE III

MEMBERS

The members of the Association shall consist of all of the record owners of apartments in the Condominium, hereinafter referred to as "Condominium Units", and after termination of the Condominium shall consist of those who

are members at the time of such termination, their successors and assigns.

Membership shall be acquired by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a Condominium Unit in the Condominium, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who may own more than one unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any unit.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

On all matters upon which the membership shall be entitled to vote, there shall be one vote for each unit, which vote may be exercised or cast in such a manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one unit shall be entitled to one vote for each unit he owns.

ARTICLE IV

TERM

The term of the Association shall be perpetual unless the condominium comprising such Association is terminated.

ARTICLE V

SUBSCRIBERS

The names and address of Subscribers of these Articles are as follows:

Name	Address
John J. Pearson	10800 U. S. Highway 19 S. Clearwater, Florida 33516
Joseph P. W. Ramsdell	9135-130th Way North Seminole, Florida 33542
JoAnn LaPointe	538 74th Avenue North St. Petersburg, Florida 33702

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Vice-President. Officers of the Association 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. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	John J. Pearson 10800 U. S. Highway 19 S. Clearwater, Florida 33516
Vice-President	Joseph P. W. Ramsdell 9135 130th Way North Seminole, Florida 33542
Secretary-Treasurer	JoAnn LaPointe 538 74th Avenue North St. Petersburg, Florida 33702

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors in a number determined by the By-Laws, but not less than three (3) Directors shall be authorized. In the absence of any determination, the Board

shall consist of three (3) Directors. Directors need not be members of the Association. Members of the Board of Directors shall be elected, hold office, and be removed and replaced in the manner provided by the By-Laws.

The first election of Directors shall not be held until after the Developer has conveyed fifteen per cent (15%) or more of the condominium units, whereupon the condominium unit owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association; condominium unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on seventy-five per cent (75%) of the condominium units, or three months after sales have been closed by the Developer on ninety per cent (90%) of the condominium units, or when all of the condominium units have been completed and some of the condominium units have been sold and none of the remaining condominium units are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The By-Laws of the corporation cannot modify or alter this provision. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected, or until removed, are:

Name	Address
John J. Pearson	10800 U. S. Highway 19 S. Clearwater, Florida 33516
Joseph P. W. Ramsdell	9135 130th Way North Seminole, Florida 33542
JoAnn LaPointe	538 74th Avenue North St. Petersburg, Florida 33702

ARTICLE VIII

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 of the Association at the time such expenses are incurred. Provided, that there shall be no such indemnification where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

ARTICLE IX

BY-LAWS

The initial By-Laws of this Association are annexed to the original Declaration of Condominium, recorded, or to be recorded, in the Public Records of Pinellas County, Florida. Such By-Laws may be altered or rescinded in the manner provided for in the said initial By-Laws and as provided herein. General amendments may be effected by the approval of not less than 66 2/3% of the entire membership of the Board and by not less than 66.2/3% of the votes of the entire membership of the Association, or by not less than 80% of the entire membership of the Association.

ARTICLE X

AMENDMENTS

The By-Laws of this Association may be amended as provided for in the initial By-Laws. These Articles of

Incorporation may be altered, amended or added to at any duly called meeting of the members of this Association provided that notice is given as provided in the initial By-Laws and that it contains a full statement of the proposed alteration, amendment or addition, and there is an affirmative vote of seventy-five per cent (75%) of the members present in person or by proxy in favor of said alteration, amendment or addition. Thereupon, such amendment or amendments of the Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida and upon registration, a certified copy thereof shall be recorded in the Public Records of Pinellas County, Florida within ten (10) days from the date on which the same are so registered.

ARTICLE XI

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the respective Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs, meet the expenses

and obligations and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate condominium property.

(d) To purchase insurance upon the condominium property and for the protection of the Association and its members.

(e) To reconstruct improvements after casualty and to further improve the property.

(f) To make and amend reasonable regulations respecting the use of the property.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the respective Declaration of Condominium, these Articles, the By-Laws of the Association, and regulations of the condominium.

(i) To contract for the management of the condominium with a third party and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the respective Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.

(k) To enter into leases or other agreements for recreation facilities for the use and benefit of the Association.

(l) To employ personnel to perform the services required for proper operation of the condominium.

3. The Association shall not have the power to purchase an apartment in the condominium, except as may be originally reserved in the Declaration of Condominium, or except at sales and foreclosure of liens for assessments of common expenses, at which sales the Association shall bid no more than the amount secured by its lien, plus costs incurred, including attorneys' fees.

4. All funds and the title to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the respective Declaration of Condominium.

5. These powers may be exercised by the Directors and Officers in a proper and lawful manner notwithstanding the fact that some or all of the Officers and Directors may be directly or indirectly involved in the exercise of such powers and in the negotiation and consummation of agreements executed pursuant to such powers and all such agreements shall be presumed conclusively to have been made and entered into by the Directors and Officers of this Association in the valid exercise of their lawful authority.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 16th May, 1978.

John J. Pearson

Joseph P. W. Ramsdell

JoAnn LaPointe

OR 4770 PAGE 272

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared John J. Pearson, Joseph P. W. Ramsdell and JoAnn Lapointe, who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 16th day of May, 1978.

Joseph P. W. Ramsdell
Notary Public
My commission expires: 8/4/79

OR 4770 PAGE 273

STATE OF FLORIDA

RESIDENT AGENT CERTIFICATE

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First - That THE BOULEVARD ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation, at the Town of Seminole, County of Pinellas, State of Florida, has named John J. Pearson, 10800 U. S. Highway 19 S., Clearwater, Florida 33516, as its agent to accept service of process within this State:

Officers & Directors	Name and Address
President	John J. Pearson 10800 U. S. Highway 19 S. Clearwater, Florida 33516
Vice-President	Joseph P. W. Ramsdell 9135 130th Way North Seminole, Florida 33542
Secretary-Treasurer	JoAnn LaPointe 538 74th Avenue North St. Petersburg, Florida 33702

JoAnn LaPointe
Corporate Officer

ACKNOWLEDGMENT

Having been named to accept service of process for the above-styled corporation at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Resident Agent

THE BOULEVARD CLUB, A CONDOMINIUM

BY-LAWS

(EXHIBIT "B" OF DECLARATION OF CONDOMINIUM)

OR 4770 PGE 275

BY - LAWS

OF

THE BOULEVARD ASSOCIATION, INC.

(a non-profit Florida corporation)

ARTICLE I

GENERAL

1. These are the By-Laws of THE BOULEVARD ASSOCIATION, INC., called the Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the Office of the Secretary of State on _____, 1977.

2. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, referred to herein as the Condominium Act. The condominium to be administered hereunder is to be known as THE BOULEVARD CLUB upon lands located in Seminole, Pinellas County, Florida.

3. The principal office of the Association shall be upon the condominium property at 7701 Sunday Road, Seminole, Pinellas County, Florida, or such other place as the Board of Directors may determine from time to time.

4. The fiscal year of the Association shall be the calendar year.

5. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which is as follows:

(SEAL)

6. For purposes of service of process, the Association shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the corporation for the purpose of service of process.

ARTICLE II

MEMBERS' MEETINGS

1. Annual Members' Meetings: The annual members' meeting shall be held at the office of the corporation at 10:00 A.M., Eastern Standard Time, on the second (2nd) Monday in January of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2. Special Members' Meetings: Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

3. Notice of all Members' Meetings: Notice of all Members' Meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days or more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

4. Quorum: A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declarations of Condominium, the Articles of Incorporation or these By-Laws.

5. Voting Rights: The members of the Association shall be entitled to cast one vote for each apartment owned by them. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is at any time owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, or if such has been revoked, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

6. Proxies: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No one person shall be designated to hold more than five (5) proxies for any purpose.

7. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time

to time until the quorum is present.

F. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

a. Election of Chairman of the Meeting.

b. Calling of the roll and certifying of proxies.

c. Proof of notice of meeting or waiver of notice.

d. Reading and disposal of any unapproved minutes.

e. Reports of Officers.

f. Reports of Committees.

g. Election of inspectors of elections.

h. Election of directors.

i. Unfinished business.

j. New business.

k. Adjournment

G. Proviso: The members are restricted in their rights to elect Board members, and the Developer has retained certain rights to protect its investment and to maintain the development. Transfer of control in the association shall be as follows:

"(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business,

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association

as long as the developer holds for sale in the ordinary course of business any unit in a condominium operated by the association.

"(2) Within 60 days after the unit owners other than the developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of the unit owners to elect the members of the board of administration. The meeting may be called and the notice given by any unit owner if the association fails to do so."

Developer may, however, relinquish control sooner, at its option.

ARTICLE III

BOARD OF DIRECTORS

1. Management of Affairs: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than eleven (11) Directors, the exact number to be determined at the time of election.

2. Election of Directors: The Election of Directors shall be conducted in the following manner:

a. Election of Directors shall be held at the annual members' meeting, upon the terms hereinafter provided.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each Director then serving. Nominations for additional Directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor at this time.

c. The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

e. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

1. Provided, however, that all elections of the Board are subject to the retained rights of the Developer as set forth in Article II, paragraph 9, above, and those restrictions relating to the election of Directors and the transfer of control are incorporated herein.

3. Term: At the first annual meeting for election of Directors, the directors shall be divided into two classes, the term of the first class to expire at the next annual meeting after their election, the term of the second class to expire at the second annual meeting after their election. Other than the first election, Directors shall be elected to a two-year term.

4. Organizational Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5. Regular Meetings: The regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or my mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

6. Special Meetings: Special meetings may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver may be deemed equivalent to the giving of notice.

8. Quorum of Directors: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

9. Adjourned Meetings of Directors: If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

10. Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

11. Presiding Officer at Directors' Meetings: The presiding officer of a directors' meeting shall be the Chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the presiding officer of the meeting, the Directors present shall designate one of their number to preside.

12. Order of Business at Directors' Meetings: The order of

business at Directors' meetings shall be:

a. Calling of Roll.

b. Proof of due notice of meeting.

c. Reading and disposal of any unapproved minutes.

d. Reports of officers and committees.

e. Election of officers.

f. Unfinished business.

g. New business.

h. Adjournment.

13. Compensation: Neither Directors nor Officers shall receive compensation for their services as such.

14. Powers: The property and business of a corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the certificate of incorporation, or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

a. To make and collect assessments and establish a 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 or 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 casualties, and the unit owner's against public liability, and to purchase such other and further insurance as the Board of Directors may deem advisable.

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

g. To employ such personnel as may be required for the

maintenance and preservation of the property;

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

i. To approve or disapprove the transfer, mortgage and ownership of the apartments in the manner provided in the applicable Declaration of Condominium.

j. To contract for management of THE BOULEVARD ASSOCIATION, INC. and to delegate to the contractor all powers and duties of the Association except such as specifically required by the applicable Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association or the owners within a particular condominium property.

k. To purchase apartments in the condominium, subject to the provisions of the applicable Declaration of Condominium.

l. To do any and all things necessary on behalf of the Condominium and the Association.

ARTICLE IV

OFFICERS

1. Executive Officers: The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President may not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. President: The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested to the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he in his discretion may determine appropriate and to assist in the conduct of the affairs of the Association.

3. Vice President: The vice president in the absence of the president, or as a result of his disability, shall exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. Secretary: The Secretary shall keep the Minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep

the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

8 Treasurer: The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

ARTICLE V

FINANCES

The provisions for fiscal management of the Association set forth in the several Declarations of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. Accounts: The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies in working funds, except expenditures chargeable to reserve, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

2. Budget: The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserve according to good accounting practices. The Board shall endeavor to prevent annual increases in excess of 115% of assessments for the preceding year.

The amount of the budget may be increased over the limitations when approved by a majority vote of the entire membership of the Association.

O.R. 4770 PG. 283

Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

3. Assessments: The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof.

4. Bank Depository: The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks, signed by such persons as are authorized by the Directors.

5. An accountant's report of the accounts of the Association shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

6. Fidelity Bonds: Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be in an amount not less than 150% of the estimated annual operating expenses and reserves. The premiums on such bonds shall be paid by the Association.

7. Additional Assessments: Nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy any additional assessment in the event the budget originally adopted shall appear to be insufficient to pay costs and expenses for operation and management, or in the event of an emergency.

ARTICLE VI

AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Notice: Notice of the subject matter of the proposed amendments shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Proposal and Adoption of Amendments: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by: not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds (66-2/3%) percent of the votes of the entire membership of the Association; or, by not less than eighty (80%) percent of the votes of the entire membership of the Association.

OR 4770 PAGE 284

The foregoing were adopted as the By-Laws of THE BOULEVARD ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on _____, 1977.

_____
Secretary

Approved:

_____
President

SCHEDULE TO BY-LAWS

OF

THE BOULEVARD ASSOCIATION, INC.

BEING ITS INITIAL RULES AND REGULATIONS SUPPLEMENTING THE RESTRICTIONS OF THE DECLARATION

1. The sidewalks, entrances, halls, corridors and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units.

2. No articles shall be placed in any of the corridors, halls or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of an apartment building.

3. None of the common elements of the condominium shall be decorated or furnished by any apartment owner or resident.

4. Apartment owners are specifically cautioned that their rights to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.

5. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy the other occupants of the building.

6. All garbage and refuse is to be deposited only in the facilities provided each apartment building for that purpose.

7. All doors leading from the apartment to limited common elements or common elements shall be closed at all times except when in actual use for ingress and egress to and from limited common elements and common elements.

8. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative automobiles, trailers, campers, or any purpose whatsoever other than parking facilities as aforesaid. An apartment owner may not lease or assign his parking space except in conjunction with the lease of his apartment.

9. Complaints regarding the services of the condominium shall be made in writing to the Board of Directors or to the Manager.

10. Apartment owners, residents, their families, guests, servants, employees, agents, visitors, etc. shall not at any time or for any reason whatsoever enter upon or attempt to enter the power rooms or maintenance areas of any building.

11. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Association.

12. No apartment owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association nor shall he attempt to send any of such employees upon private business of such apartment or resident.

13. No balcony or terrace of an apartment will be used in such a manner to constitute a nuisance to other owners or tenants.

14. No nuisance shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No pets shall occupy or be allowed on the property without written permission of the Association.

15. No owner or occupant of an apartment shall install wiring for electrical or telephone installations, nor install any type of television antenna, machines or air conditioning units.

16. One parking space in the parking area on the condominium property shall be assigned by the Board of Directors to each apartment unit. A space once assigned, or if a covered space, once purchased, shall thereafter be deemed a limited common element reserved for the use of the apartment to which it was originally assigned or transferred and to the exclusion of the other apartment owners. The remaining parking area shall be for the general use of the owners and their guests.

O.R. 4853 PAGE 1587

70078002

CERTIFICATE OF AMENDMENT

TO

THE BOULEVARD CLUB, A CONDOMINIUM

THE UNDERSIGNED, President of THE BOULEVARD CLUB ASSOCIATION, INC., a Florida non-profit corporation, hereby certifies that the attached amendments were duly adopted by said Association, amending the Declaration of Condominium of THE BOULEVARD CLUB ASSOCIATION, INC., filed in Pinellas County, Florida, in O.R. Book 4770, Page 233.

WITNESSES:

THE BOULEVARD CLUB ASSOCIATION, INC.

By: JOHN J. PEARSON, PRESIDENT

ATTEST:

JOANN LAPOINTE, SECRETARY

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 11th day of May, 1979, before me personally appeared JOHN J. PEARSON and JOANN LAPOINTE, President and Secretary, respectively of THE BOULEVARD CLUB ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in the County and State aforementioned, the day and year last aforesaid.

My Commission Expires:

Notary Public

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 31, PAGES 27 thru 33.

Florida Saturation Home Corporation 10,800 US 19 South Clearwater, Fl 33516

OK 4853/1587

AMENDMENTS OF THE

DECLARATION OF CONDOMINIUM OF

THE BOULEVARD CLUB, A CONDOMINIUM

I. Page 3 of the Declaration of Condominium of the Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 234, is hereby amended by substituting in lieu thereof, the attached Page 3.

II. Page 4 of the Declaration of Condominium of The Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 236, is hereby amended by substituting in lieu thereof, the attached Page 4.

III. Page 5 of the Declaration of Condominium of The Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 237, is hereby amended by substituting in lieu thereof, the attached Page 5.

IV. Page 6 of the Declaration of Condominium of The Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 238, is hereby amended by substituting in lieu thereof, the attached Page 6.

V. Page 7 of the Declaration of Condominium of The Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 239, is hereby amended by substituting in lieu thereof, the attached Page 7.

VI. Page 8 of the Declaration of Condominium of The Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 240, is hereby amended by substituting in lieu thereof, the attached Page 8.

VII. Page 11 of the Declaration of Condominium of the Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 243, is hereby amended by substituting in lieu thereof, the attached Page 11.

OR 4855 PAGE 508

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CERTIFICATE OF AMENDMENT

TO

THE BOULEVARD CLUB, A CONDOMINIUM

THE UNDERSIGNED, President of THE BOULEVARD CLUB ASSOCIATION, INC., a Florida non-profit corporation, hereby certifies that the attached amendments were duly adopted by said Association, amending the Declaration of Condominium of THE BOULEVARD CLUB ASSOCIATION, INC., filed in Pinellas County, Florida, in O.R. Book 4770, Page 233.

WITNESSES:

THE BOULEVARD CLUB ASSOCIATION, INC.

By: _____
JOHN J. PEARSON, PRESIDENT

ATTEST:

_____
JOANN LAPOINTE, SECRETARY

MAY 17 10 19 AM '79

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this ___ day of May, 1979, before me personally appeared JOHN J. PEARSON and JOANN LAPOINTE, President and Secretary, respectively of THE BOULEVARD CLUB ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in the County and State aforementioned, the day and year last aforesaid.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 11 1980
Bonded by American Fire & Casualty Co.

_____
Notary Public

AMENDMENT OF THE
DECLARATION OF CONDOMINIUM OF
THE BOULEVARD CLUB, A CONDOMINIUM

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VII. Page 11 of the Declaration of Condominium of the Boulevard Club, a Condominium, recorded in Pinellas County, Florida, in O.R. Book 4770, Page 243, is hereby amended by substituting in lieu thereof, the attached Page 11.

less, that the Association hereinafter created shall have the right to make any necessary maintenance, repair or replacement for the exterior windows, screens and doors to insure that the exterior of the condominium building is kept neat and uniform. Any expenses incurred by the Association in correcting exterior windows, screens or doors shall be assessed against the apartment unit owners as provided for herein. No apartment unit owner shall be deemed to own any supporting columns, pipes, wires, conduits or other public utility lines running through his apartment unit, which are utilized for or serve more than his one apartment unit and any such items are by this Declaration made a part of the common elements notwithstanding the fact they may be within the confines of the walls of his apartment unit as herein defined.

2. Common Elements means the portions of the condominium property not included in the units and are comprised of all of the real property, improvements, and facilities of the condominium other than the apartment units and limited common elements. Common elements shall include, but not be limited to, easements through apartment units for all facilities for the furnishing of utility services to the apartment units, to the common elements and limited common elements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the apartment owners.

3. Limited Common Elements means the portions of the condominium property not included in the apartment units nor common elements and are comprised of the parking areas, apartment balconies and balcony areas designated in Exhibit "B". As to each of said parking areas, a right of exclusive use for access and parking is hereby reserved as an appurtenance to a particular apartment unit. One parking space shall be assigned or sold by the Developer or the Board of Directors and the space shall thereafter be deemed a limited common element reserved for the use of the apartment unit to which it was originally sold or assigned. All parking areas not sold or assigned by the Developer or Board of Directors shall be made available pursuant to regulations of the Association for guests or as additional parking spaces for apartment unit owners. As to each of said apartment balconies, a right of exclusive use for access and use is hereby reserved as an appurtenance to the adjoining apartment unit and the transfer of the apartment unit shall be deemed to convey and transfer the adjoining balcony. To maintain uniformity in exterior appearance, maintenance and repair, expenses of maintenance, repair or replacement relating to the surfaces, or involving structural maintenance, repair or replacement for all such areas shall be treated and paid for as a part of the common expenses of the association.

In the event of substantial damage to, or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction.

(B) Association means The Boulevard Association, Inc., a corporation of the State of Florida not for profit and its successors.

(C) Common Expenses includes

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartment units to be maintained by the Association.

2. Expenses declared common expenses under the provisions of this Declaration of Condominium, or by the By-Laws.

3. Any valid charge against the condominium as a whole.

ARTICLE VIII

EASEMENTS

(A) Easements are reserved by the undersigned through the condominium property as may be required for utility services in order to serve the occupants of the apartment units; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment unit owner.

(B) Easements are reserved by the undersigned as may be required for utility services in order to adequately serve the condominium. Easements are also reserved for pedestrian traffic over and across sidewalks, paths, walks, lanes as the same may exist. Easements are further reserved for vehicular traffic over and across such portions of the common elements as may be from time to time paved and used for that purpose.

(C) If any apartment units shall encroach upon any common element, or upon any other apartment by reason of original construction or by the unintentional and non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(D) Easements are reserved by the undersigned to itself, its successors or assigns for the exclusive right to install and maintain a Central Antenna Television Service for the condominium and apartment units. Rates charged for such services shall be comparable to those rates being charged for the same or similar services in the community.

(E) The easements reserved herein cannot be terminated or restricted by the Association except as authorized in writing by the Developer and ratified by the Board of Directors of the Association and by the affirmative vote of one hundred (100%) per cent of the apartment unit owners.

ARTICLE IX

ADMINISTRATION BY CONDOMINIUM ASSOCIATION

(A) To facilitate efficient and effective administration of the condominium, a non-profit corporation known and designated as The Boulevard Association, Inc., herein referred to as the Association, has been organized. Said corporation shall administer the operation and management of the condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and initial By-Laws are annexed hereto and expressly made a part hereof as Exhibits "D" and "E", respectively. The Owners Association will have a reasonable right of entry upon the unit premises to effect emergency or other necessary repairs which the unit owner has failed to perform.

(B) Membership in the Association shall be automatically extended to the owner or owners of each apartment unit and the appurtenant undivided interest in the common elements and limited common elements; membership shall likewise terminate automatically upon the owner or owners being divested of any such ownership interest regardless of the means by which such ownership is divested. Membership does not extend to any person, firm or corporation holding

any lien, mortgage or other encumbrance by virtue of said lien, mortgage or encumbrance.

(C) In the administration of the operation and management hereunder, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units and common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium.

(D) Anything contained herein to the contrary notwithstanding, the Developer has retained control of the Association as set forth in the Articles of Incorporation and the By-Laws attached hereto. The control retained by the Developer shall be in accordance with the Florida Condominium Law, Section 718.301. All provisions contained in this Article relating to administration of the condominium by the Association and any other articles in the Declaration of Condominium relating to voting rights or any other Association functions or rights are expressly made subject to the retained control of the Developer.

(E) John J. Pearson, whose address is 10600 U.S. Highway 19 S., Clearwater, Florida 33516, is hereby designated as Resident Agent of the Association to receive service of process.

(F) Any institutional holder of a first mortgage on a unit will, upon request, be entitled to:

1. Inspect the books and records of the Project during normal business hours; and

2. Receive an annual audited financial statement of the Project within Ninety (90) days following the end of any fiscal year of the Project; and

3. Written Notice of all meetings of the owners Association and be permitted to designate a representative to attend all such meetings.

ARTICLE X

ASSOCIATION VOTING RIGHTS

(A) Ownership of an apartment unit shall entitle the owner thereof to membership in the Association.

(B) Each condominium apartment unit shall be entitled to One (1) vote which shall be cast by the apartment unit owner. In the event any unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the one (1) vote attributable to such unit, in the manner provided in the Articles of Incorporation and By-Laws.

ARTICLE XI

AMENDMENT OF DECLARATION

(A) Except as may otherwise be provided herein, this Declaration may be amended at any regular or special meeting of the Association called and noticed in accordance with its By-Laws, by an affirmative vote of seventy-five (75%) of the apartment unit owners present and voting.

(B) Subsection A of this Article shall not apply to any amendment attempting to change any condominium parcel, voting rights, percentages of sharing common expenses and owning common surplus, or any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joindor of all record owners of liens in the execution of such amendment shall be required.

ARTICLE XII

MANAGEMENT

The management of the condominium shall be by the Association. The management fee shall be considered to be a part of the common expenses of the Association.

ARTICLE XIII

TRANSFER SUBJECT TO APPROVAL

(A) SALE: No apartment unit owner may dispose of any apartment unit or any interest in an apartment unit by sales without approval of the Association, except to another apartment unit owner.

(B) OTHER TRANSFERS: If any apartment unit owner shall acquire title by gift, devise or inheritance, or in any other manner, his ownership of his apartment unit shall nevertheless be subject to the approval of the Association. However, if such person acquiring title by gift, devise or inheritance is the spouse, child, children or parent of the donor or deceased owner, or another owner in the Condominium, then the continuance of his ownership shall not be subject to Association approval.

(C) APPROVAL BY THE ASSOCIATION: The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Notice to Association:

(a) Sale - An apartment owner intending to make a bona fide sale of his apartment unit, or any interest therein, shall give the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Transfers by Gift, Devise or in Other Manner - Any unit owner, obtaining title by gift, devise or inheritance, or by any other manner, shall give the Association notice of his acquisition of title, together with such information concerning the apartment unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(c) Failure to Give Notice - If the above required notice is not given to the Association, then at any time after receiving knowledge of the transaction or event transferring ownership of an apartment unit, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Approval:

(a) If the transaction involves a sale situation, then the Association must, within fifteen (15) days after receipt of notice as herein required, either approve or disapprove the contemplated transaction. If approved, such approval shall be evidenced by a certificate executed by the President and Secretary of the Association which shall be recorded in the Public Records at the expense of the Purchaser. If an apartment unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then the Association must grant approval or disapproval within fifteen (15) days, approval to be stated in a certificate recordable in form and which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the then owner.

1. Disapproval:

(a) Sale - In the event a proposed sale is disapproved, the selling owner shall be notified by certified mail, and if the owner still desires to consummate such a sale, he shall give written notice to the Association of such intention at least fifteen (15) days prior to the closing date of such sale, together with the bona fide price and other terms of the sale. After notification of the Association, any member of the Association shall have the option to purchase the apartment unit at the price stated in the disapproved contract, which option shall be exercised by giving written notice to the Association and to the selling owner. Upon giving notice to the Association, the purchasing apartment unit owner shall deposit ten (10%) per cent of the purchase price with the President of the Association as a good faith deposit. This option shall also be available to the Management Contractor, the Developer and the Association. In the event the option is not exercised, then the Association must approve the proposed transaction.

In the event the option is exercised and a purchase is to be made by an apartment unit owner, or by the other entities referred to herein, the sale shall be made in accordance with the terms of the original contract submitted by the selling apartment unit owner, except that the purchasing apartment unit owner shall have an additional fifteen (15) days from and after the original closing date on the contract of sale. All closing costs shall be borne by the respective parties in the customary manner.

(b) Gifts, devises and inheritances, and other transfers - In the event a transfer comes within this section and the transfer is disapproved, then the Association, the Developer, or any member of the Association, shall have the right and option to purchase such unit or interest therein for cash at the fair market value to be determined by arbitration as herein provided, which option shall be exercisable in the same manner as provided herein for sales; provided, however, that no deposit shall be required until the fair market value has been determined. Upon notification that the option is being exercised by the person, corporations, or entities herein mentioned, the Association and the apartment unit owner desiring to make a gift, or the recipient of the unit interest by gift, devise or otherwise, shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days thereafter appoint another qualified real estate appraiser to act as a third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the apartment unit ownership or interest therein which is the subject of the option, and shall thereupon give written notice of such determination to the apartment unit owner and the Association. The optionee, whether the Association, a member thereof, or Developer, shall thereafter have fifteen (15) days within which time to deposit ten (10%) per cent of the fair market value with the Association and in the event he fails to do so, said option shall expire and the Association will at that time give the requisite certificate of approval to the apartment unit owner.

(c) Notwithstanding any of the provisions hereinabove contained, the provisions of this Article shall not be applicable to the Developer; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or by voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection

with the foreclosure of an institutional first mortgage. And, until said Developer sells all of the units or releases control of the development as hereinabove provided, it is irrevocably authorized, permitted and empowered to sell condominium parcels to any purchaser approved by it, or to refuse to sell condominium parcels to any purchaser approved by it, or to refuse to sell condominium parcels to any purchaser disapproved by it. Developer shall have the right to transact any business necessary to consumate sales, ~~including but~~ not limited to the right to maintain models, the right to post signs and promote sales in the condominium building o upon the common elements and it shall have the right to use the common elements and to show units for sale. Any sales office or model, any furniture therein, signs and all items pertaining to sale shall remain the property of the Developer. In the event there are unsold condominium units, Developer retains the right to be the owner of such units the same as any other apartment unit owner, excepting that the Developer will not be subject to the provisions of this Article relating to resale or other transfers of title.

ARTICLE XIV

MORTGAGES SUBJECT TO APPROVAL

No apartment unit owner may mortgage his apartment unit nor any interest therein without the prior approval of the Association, except to a bank, life insurance company, a savings and loan association, any federally approved lender, or to his vendor to secure a portion, or all, of the purchase price. Such approval may not be arbitrarily withheld.

ARTICLE XV

ASSESSMENTS

Common expenses, including those acquired by virtue of any Management Contract, shall be assessed against each apartment unit owner by the Association as provided herein. All such assessments, including reasonable attorneys' fees and other costs of collection of same, shall be secured by lien against the apartment unit against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration. Any such lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that such lien shall be subordinate and inferior to that of any institutional first mortgage. It is specifically provided that the right to collect the common expenses, to make assessments and to enforce liens against apartment units for the collection of such common expenses may be delegated in accordance with the terms of the Association's corporate charter and its By-Laws.

In the event an institutional mortgagee obtains title to an apartment unit as the result of foreclosure of a first mortgage thereon, or by voluntary conveyany in lieu thereof, such mortgagee shall not be liable for the share of common expenses or assessments due and owing by the former apartment unit owner which became due prior to the acquisition of title by said mortgagee. Any such unpaid share of common expenses or assessments shall be deemed to be common expenses and collectible from all apartment unit owners in the condominium.

ARTICLE XVI

INSURANCE

the condominium property.

10. No apartment unit shall be permanently occupied by more than one family per each bedroom. The number of bedrooms in each apartment is determined by the plans and specifications for the buildings prepared by the architect on file with the Building Department of Pinellas County, Florida.

11. Pets are restricted to a maximum weight of twenty-four (24) pounds and must be kept on a leash when outside the owner's unit.

12. Children under the age of fifteen (15) are not permitted as permanent residents.

(B) The Association shall have the right to make and amend reasonable rules and regulations respecting the normal day-to-day use of the property in the condominium, but the above use restrictions are restrictive covenants and the same shall be changed or amended only in the manner as provided for the amendment of this Declaration of Condominium.

(C) No amendment to this Declaration of Condominium, to the Articles of Incorporation, the By-Laws, or any other document creating this condominium shall be made which shall change, amend or alter the reserved rights of the Developer relating to easements reserved and not included in this submission to condominium ownership.

(D) Each unit owner by purchasing in the condominium takes subject to and agrees to abide by all the rules and regulations and restrictions promulgated from time to time by the Association and by the rules and regulations set forth in this Declaration of Condominium.

(E) With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease. All leases shall be required in writing.

ARTICLE XVIII

TERMINATION

The condominium project shall continue, unless terminated by casualty loss or condemnation, until there is a voluntary termination in the manner provided for in Section 718 of the Florida Statutes, as amended. In addition thereto, the condominium may be terminated by the affirmative vote of one hundred (100%) per cent of the condominium unit owners in the development and further provided that the holders of all liens affecting any of the condominium units consents thereto.

ARTICLE XIX

RESERVED RIGHTS OF DEVELOPER

The Developer, its successors and assigns have hereinabove reserved certain rights to facilitate the sale of its unsold units. The reserved rights include, but are not limited to, the right to use any unsold unit or units as model apartment for promotion, sales and related uses; the right to use the common areas for sales promotion, access, ingress and egress; and the right to maintain appropriate signs, in Developer's opinion, on the common areas relating to the development and the sale of units. Developer shall have the rights retained in this Declaration for so long as it retains one or more units for sale and this provision shall not be amended without the unanimous vote of all unit owners.

ARTICLE XX

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41 ...
43 Int ...
48 Fee ...
Total 10.50

88080085

Rec. 5367 1238

CERTIFICATE OF AMENDMENT
TO ARTICLE XVIII OF THE DECLARATION OF CONDOMINIUM
OF THE BOULEVARD CLUB, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that Article XVIII, Section A(11) of the Declaration of Condominium of The Boulevard Club, a Condominium, as recorded in Official Records Book 4770, at Pages 233 and 243 in the Public Records of Pinellas County, Florida, be and the same are, hereby amended in accordance with Exhibit "B" attached hereto and entitled, "Amendment to Article XVIII, Section A(12) of the Declaration of Condominium of The Boulevard Club, a Condominium.

Said amendment was approved at a meeting of owners by at least 75% of all owners present and voting after adoption of the resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting on January 14, 1985, at which the proposed amendment was adopted.

IN WITNESS WHEREOF, The Boulevard Association, Inc. has caused this amendment to the Declaration of Condominium to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 14 day of March, 1988, at St. Petersburg, Pinellas County, Florida.

14 14997134 74 1. OTALGO
40 10.50
10.50 CHK

Signed, sealed and delivered in the presence of:

James J. McCabe

THE BOULEVARD ASSOCIATION, INC.

By Daniel Galgano
President

ATTEST:

By John J. Early
Secretary

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By: Lisa M. Sutton, D.C.

KARLEEN F. DE BLAKER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.
86 APR -7 PM 5:18

STATE OF FLORIDA

COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of March, 1988, by Daniel Galgano as President for The Boulevard Association, Inc.

Patricia T. Graham
NOTARY PUBLIC-STATE OF FLORIDA
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 12, 1992
Bonded thru Huckleberry & Associates

D:BLVD1

PREPARED BY
RETURN TO
PINELLAS S. ASSN. INC.
ANDERSON & CROTTY, P.A.
341 PLANT AVENUE
TAMPA, FL. 33606

OR 6717 PG 0683

1988

MAR 29 PM 3:38

4794 0 0 0 6 4 6 2 4

OR 6717 PG 0681

EXHIBIT "E"

Article II, Section 3 of the Bylaws of The Boulevard Association, Inc. is hereby amended to read as follows:

Article II, Section 3:

"Annual Members' Meeting: The Annual Members' Meeting shall be held at the office of the corporation at 7:30 P.M. Eastern Standard Time, on the second Monday in January of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

EXHIBIT "E"

Article XVIII of the Declaration of Condominium of The Boulevard Club, a Condominium, is amended to read as follows:

No new pets will be allowed in any unit after January, 1985 Annual Meeting beginning the next day after the 1985 annual meeting. All existing pets may remain, but cannot be replaced.

1996 APR -3 AM 8:57 96078336

Prepared By:
Michael J. Brudny, P.A.
4830 W. Kennedy Blvd., Suite 750
Tampa, Florida 33609

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE BOULEVARD CLUB, A CONDOMINIUM

This is to certify that at a special meeting of the members of The Boulevard Association, Inc. was held on March 28, 1996, at which a quorum of the members entitled to vote were present. The Amendments to the Declaration for Article XIII and Article XVII of the Declaration were adopted by the vote required pursuant to the Declaration of Condominium for The Boulevard Club, a Condominium recorded at Official Records Book 4770, Page 233 of the Public Records of Pinellas County, Florida. The Amendments attached hereto as Exhibit "A" therefore amend the provisions of the Declaration. The balance of the prior Declaration, as amended, remains in full force and effect.

IN WITNESS WHEREOF, THE BOULEVARD ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 28th day of March, 1996.

THE BOULEVARD ASSOCIATION, INC.

By: Robert Clarke

Robert Clarke
Printed Name and Title

Signature of Witness #1

T. OSBORNE
Printed Name of Witness #1

Dan Galgano
Signature of Witness #2

DAN GALGANO
Printed Name of Witness #2

DIETTA BURGOYNE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC 417248
EXPIRES DEC 8, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 28 day of March, 1996, by Robert Clarke, President of THE BOULEVARD ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation, and stated that the foregoing is true and correct. He is personally known to me or has produced Personally known as identification. and did take the Oath.

Dietta Burgoyne
Notary Public

DIETTA Burgoyne
Printed Name

My Commission Expires:

DIETTA BURGOYNE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC 417248
EXPIRES DEC 8, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE BOULEVARD CLUB

The Declaration of Condominium of the Boulevard Club, as originally recorded at Official Records Book 4770, Page 233, of the Public Records of Pinellas County, Florida, and as subsequently amended, is hereby further amended as follows:

1. Article XIII of the Declaration, relating to approval and disapproval of transfers of units, is hereby amended to read as follows:

ARTICLE XIII

TRANSFER SUBJECT TO APPROVAL

(A) SALE: No apartment unit owner may dispose of any apartment unit or any interest in an apartment unit by sales without approval of the Association.

(B) No apartment unit owner may lease any interest in an apartment unit without approval of the Association.

(C) OTHER TRANSFERS: If any apartment unit owner shall acquire title by gift, devise or inheritance, or in any other manner, his ownership of his apartment unit shall nevertheless be subject to the approval of the Association. However, if such person acquiring title by gift, devise or inheritance is the spouse, child, children or parent of the donor or deceased owner, or another owner in the Condominium, then the continuance of his ownership shall not be subject to Association approval.

(D) APPROVAL BY THE ASSOCIATION: The approval of the Association that is required for the transfer of ownership of apartments, or leasehold interests, shall be obtained in the following manner:

1. Notice to Association;

(a) Sale - An apartment owner intending to make a bona fide sale of his apartment unit, or any interest therein, shall give the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Transfers by Gift, Devise or in Other Manner - Any unit owner, obtaining title by gift, devise or inheritance, or by any other manner, shall give the Association notice of his acquisition of title, together with such information concerning the apartment unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(c) Leases - An apartment owner intending to lease any interest in a unit shall give the Association notice of such intention along with the names, addresses, ages, and such other information regarding the intended lessees as the Association may require.

(d) Failure to Give Notice - If the above-required notice is not given to the Association, then at any time after receiving knowledge of the transaction or event transferring ownership of an apartment unit, or a leasehold interest, the Association at its election and without notice may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Approval:

(a) Sale or Other Transfer of Ownership. If the transaction involves a sale situation, then the Association must, within fifteen (15) days after receipt of notice as herein required either approve or disapprove the contemplated transaction. If approved, such approval may be evidenced by a certificate executed by the President and Secretary of the Association which may be recorded in the Public Records at the expense of the Purchaser. If an apartment unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then the Association must grant approval or disapproval within fifteen (15) days, approval to be stated in a certificate recordable in form and which may be recorded in the Public Records of Pinellas County, Florida at the expense of the then owner.

(b) Lease. If the transaction involves a lease, then the Association must, within fifteen (15) days after receipt of notice as provided for herein, either approve or disapprove of the proposed lease.

3. Disapproval:

(a) Sale - In the event a proposed sale is disapproved, the selling owner shall be notified by certified mail, and if the owner still desires to consummate such a sale, he shall give written notice to the Association of such intention at least fifteen (15) days prior to the closing date of such sale, together with the bona fide price and other terms of the sale. After notification of the Association, any member of the Association shall have the option to purchase the apartment unit at the price stated in the disapproved contract, which option shall be exercised by giving written notice to the Association and to the selling owner. Upon giving notice to the Association, the purchasing apartment unit owner shall deposit ten (10%) percent of the purchase price with the President of the Association as a good faith deposit. This option shall also be available to the Association. In the event the option is not exercised, then the Association must approve the proposed transaction.

In the event the option is exercised and a purchase is to be made by an apartment unit owner, or by the other entities referred to herein, the sale shall be made in accordance with the terms of the original contract submitted by the selling apartment unit owner, except that the purchasing apartment unit owner shall have an additional fifteen (15) days from and after the original closing date on the contract of sale. All closing costs shall be borne by the respective parties in the customary manner. The right of the selling owner to require an alternative purchaser shall not apply when the disapproval is based on the determination by the Board that the proposed purchaser(s) will not be in compliance with the age restrictions or other restrictions and rules regulating the use and occupancy of the units, or in cases where the Board determines that material information in connection with the application for approval has been misrepresented. Further, the Board may condition approval of any transaction on the execution of an agreement to ensure that the use and occupancy of the unit will comply with the applicable restrictions.

(b) Gifts, devises and inheritances, and other transfers of ownership - In the event a transfer comes within this section and the transfer is disapproved, then the Association, the Developer, or any member of the Association, shall have the right and option to purchase such unit or interest therein for cash at the fair market value to be determined by arbitration as herein provided, which option shall be exercisable in the same manner as provided herein for sales; provided, however, that no deposit shall be required until the fair market value has been determined. Upon notification that the option is being exercised by the persons, corporations, or entities herein mentioned, the Association and the apartment unit owner desiring to make a gift, or the recipient of the unit interest by gift, devise or otherwise, shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days thereafter appoint another qualified real estate appraiser to act as a third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the apartment unit ownership or interest therein which is the subject of the option, and shall thereupon give written notice of such determination to the apartment unit owner and the Association. The optionee, whether the Association, a member thereof, shall thereafter have fifteen (15) days within which time to deposit ten (10%) percent of the fair market value with the Association and in the event he fails to do so, said option shall expire and the Association will at that time give the requisite certificate of approval to the apartment unit owner.

(c) Leases. Leases shall only be disapproved if the Board determines that the proposed occupants of the unit will not comply with the age restrictions or other restrictions and rules governing the use and occupancy of the units, or in cases where the Board determines that material information in connection with the application for approval has been misrepresented. Further, the Board may condition approval of any transaction on the execution of an agreement to ensure that the use and occupancy of the unit will comply with the applicable restrictions.

(d) Notwithstanding any of the provisions hereinabove contained, the provisions of this Article shall not be applicable to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or by voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

2. Article XVII(A)12 is hereby amended to read as follows:

(Substantial rewording - current section states that "Children under the age of fifteen (15) are not permitted as permanent residents".

ARTICLE XVII

RESTRICTIONS

(A)

. . . .

12. (a) The Boulevard Club is hereby declared to be a community of "housing for older persons", as that term is defined in federal and state fair housing laws. Therefore, in connection with any sales, leases or other transfers of ownership or occupancy after the effective date of this amendment, at least one person permanently occupying each unit will be required to be 55 years of age or older, subject to the exceptions provided for in this amendment and in rules and regulations to be adopted from time to time by the Board of Directors. Additionally, after the effective date of this amendment, all new permanent occupants of each unit shall be at least 15 years of age, subject to the exceptions provided for in this amendment and in any rules and regulations adopted by the Board of Directors from time to time. Children may be permitted to occupy a unit for a maximum of 90 days in any calendar year as a guest of an owner, or of family members of an owner as provided herein, and will not be considered to be a "permanent occupant" under such circumstances.

(b) All persons legally residing in the units on the effective date of this amendment may continue to occupy such unit(s) for as long as they continuously reside here. When a current owner or tenant who does not meet the age restrictions set forth herein moves from the property, or when a new sale or lease (excluding renewals of existing leases) takes place, the occupants of the unit will be required at that time to fully comply with the age restrictions herein.

(c) A further exception is hereby provided for children who may be born to existing adult residents who are pregnant as of the effective date of this amendment. Any such residents shall notify the Association as soon as they become aware of their qualification for this exception.

(d) Other family members of owners may occupy a unit as guests in the absence of an owner, even if one occupant is not 55 years of age or older, for up to 90 days in any calendar year, and such guests will not be considered to be "permanent occupants" under such circumstances.

(e) An owner who is a primary occupant of a unit will be considered a "permanent occupant" even if such owner only occupies such unit on a seasonal basis, provided that the unit is not leased in the absence of such owner.

(f) So long as the Association determines that at least 80 percent of the units are occupied by one person 55 years of age or older, exceptions to the requirement for one permanent occupant to be 55 or older will be granted in the case of inheritances of the title to units by family members of owners.

(g) All occupants of the units in the condominium must furnish such information and verification as the Board determines is necessary or appropriate from time to time to ensure compliance with this amendment and the fair housing laws. This includes, but is not limited to, the names and ages of all occupants of the units, including such verification of age which is required, in the opinion of the Board, and information regarding changes in occupancy.

Prepared By and Return to:
Bennett L. Rabin, Esquire
Brudny & Rabin, P.A.
18167 U.S. Highway 19 N, Suite 195
Clearwater, Florida 33674-6566

INST # 98-139059
MAY 5, 1998 11:48AM

PINELLAS COUNTY FLA.
OFF.REC.BK 10093 PG 2486

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE BOULEVARD CLUB, A CONDOMINIUM

This is to certify that at a duly called special meeting of the members of The Boulevard Association, Inc. (the "Association") held on March 28, 1996, and at which a quorum of the voting interests were present, the attached Amendments to the Declaration of Condominium of The Boulevard Club, a Condominium, were duly adopted by the membership as required by Article XI. The Declaration of Condominium of The Boulevard Club, a Condominium, was originally recorded in Official Records Book 4770, Page 233, Public Records of Pinellas County, Florida, and as subsequently amended. The Condominium Plat related thereto is found in Condominium Plat Book 31, Page 27, of Pinellas County Public Records.

VI RECORDED
REC 28.50
DS
INT
FEES
MTF
F/C
ABV
TOTAL 28.50

* THIS INSTRUMENT WAS EFFECTIVE ON APRIL 3, 1996, WHEN IT WAS PREVIOUSLY INADVERTENTLY RECORDED IN HILLSBOROUGH COUNTY RECORDS AT O.R. BOOK 8099, PAGE 0930. IT IS NOW BEING PROPERLY RECORDED IN PINELLAS COUNTY, FLORIDA, WHERE THE CONDOMINIUM IS LOCATED.

IN WITNESS WHEREOF, THE BOULEVARD ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 17 day of April, 1998., effective as of March 28, 1996.

Signature of Witness #1
BERNARD L. CORBIN
Printed Name of Witness #1

Signature of Witness #2
T. CASSARA
Printed Name of Witness #2

THE BOULEVARD ASSOCIATION, INC.

By: Robert Clarke
Signature
ROBERT CLARKE PRES.
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 17th day of April, 1998, by ROBERT CLARKE, as President of THE BOULEVARD 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 _____ as identification.

Christina Cataldo
Notary Public, State of Florida
My Comm. Expires Dec. 10, 2000
No. CC597127
Bonded Thru: Official Notary Service
My Commission Expires

Christina Cataldo
Notary Public
CHRISTINE CATALDO
Printed Name

INST # 96-231710
AUG 23, 1996 10:01AM

PINELLAS COUNTY FLA.
OFF.REC.BK 9442 PG 943

Prepared by and Return to:
Michael J. Brudny, P.A.
4830 W. Kennedy Blvd., Suite 985
Tampa, Florida 33609

10.50

TO 10.50

[illegible] PAL 08-23-1996 09:42:10
01 NOT-THE BOULEVARD CLUB A CONDO
RECORDING 1 010.50

TOTAL: 010.50
CHECK AMT. TENDERED: 010.50
CHANGE: 0.00

NOTICE REGARDING EXISTENCE OF RULES AND REGULATIONS FOR THE BOULEVARD CLUB

Whereas, the Declaration of Condominium of The Boulevard Club, a Condominium, was originally recorded at Official Records Book 4770, Page 233, Public Records of Pinellas County, Florida; and

Whereas, as an exhibit to the original Bylaws of The Boulevard Association, Inc., the initial Rules and Regulations supplementing the restrictions of the Declaration were recorded at Official Records Book 4770, Page 285, Public Records of Pinellas County, Florida; and

Whereas, amendments to the Rules and Regulations have been adopted from time to time, and continue to be adopted, by The Boulevard Association, Inc., relating to the Condominium property and the use of the units at The Boulevard Club; and

Whereas, The Boulevard 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 The Boulevard Club Condominium may obtain a copy of such current Rules and Regulations at the Association office which is located at 7701 Starkey Road, Seminole, Florida 34647. 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 6 day of August, 1996.

Koren McLaughlin
Signature of Witness #1
Koren McLaughlin
Printed Name of Witness #1

Kimberly Binge
Signature of Witness #2
Kimberly Binge
Printed Name of Witness #2

THE BOULEVARD ASSOCIATION, INC.

By: Daniel Galgano
Signature
DANIEL GALGANO VICE PRESIDENT
Printed Name and Title

STATE OF FLORIDA
COUNTY OF PINELLAS

PINELLAS COUNTY FLA.
OFF.REC.BK 9442 PG 944

The foregoing instrument was acknowledged before me this 6 day of August 1996, by Dan Galgano as Vice President of THE BOULEVARD 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 Personally known as identification. Did take oath

Dietta Burgoyne
Notary Public
DIETTA Burgoyne
Printed Name
My Commission Expires:

DIETTA BURGOYNE
COMMISSION # CC 417248
EXPIRES DEC 8, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.