

4/26/13

BARDMOOR NORTH PROPERTY OWNERS'

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration covering:

BARDMOOR NORTH COUNTRY CLUB PHASE 1 and BARDMOOR NORTH COUNTRY CLUB PHASE 2, a subdivision of Pinellas County, Florida, according to the plats thereof as recorded in Plat Book 80, pages 54 through 60, and Plat Book _____, pages _____ through _____, respectively, Public Records of Pinellas County, Florida, together with any and all additional lands which may be annexed hereunder from time to time by the developer as provided for hereinafter.

WHEREAS, BARDMOOR PROPERTIES, INC., an Ohio corporation, authorized to do business in the State of Florida, hereinafter called "Developer", is the owner in fee simple of certain real property located in Pinellas County, Florida, known by official plat designation as:

BARDMOOR NORTH COUNTRY CLUB PHASE 1 and BARDMOOR NORTH COUNTRY CLUB PHASE 2, a subdivision of Pinellas County, Florida, according to the plats thereof as recorded in Plat Book 80, pages 54 through 60, and Plat Book _____, pages _____ through _____, respectively, Public Records of Pinellas County, Florida.

and,

WHEREAS, the Developer owns additional lands lying and being situate in Pinellas County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof, said real property being hereinafter referred to as the "Lands". From time to time, the Developer may annex in whole, or in part, the Lands set forth in Exhibit "A" for residential development for which time the Lands shall be subject to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions or from time to time, the Developer may convey portions of the Land set forth in Exhibit "A" to BARDMOOR NORTH PROPERTY OWNERS' ASSOCIATION, INC., hereinafter "Association", as additional Common Areas; and

WHEREAS; in the event the Lands described in Exhibit "A", or any portion thereof, are annexed in whole, or in part, or conveyed to the Association as Common Areas, by the Developer and become part of the BARDMOOR NORTH PROPERTY OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, it shall be done by way of an amendment to this Declaration or by fee simple deed from the Developer to the Association, pursuant to Article VI hereof. Nothing herein shall be construed as obligating the Developer to annex any of the lands set forth in Exhibit "A" hereto or obligating the Developer to convey additional Common Areas to the Association.

This Instrument Prepared By AND TO BE RETURNED TO:

D. MICHAEL SPEARS of
Bataglia, Ross, Forlizo, Hastings, Oicus & Campbell
ATTORNEYS AT LAW
P.O. BOX 11100

The properties referred to in Exhibit "A" shall not be subject to the terms and conditions of this Declaration nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to this Declaration is/are recorded among the public records of Pinellas County, Florida, annexing lands hereunder from time to time or until such time as the Developer conveys portions of said Lands to the Association as additional Common Areas.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the property constituting such development, Developer hereby declares that all of the real property which shall be made subject hereto and each part thereof shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

ARTICLE I

Definitions

SECTION 1. "Association" shall mean and refer to BARDMOOR NORTH PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns referred to hereinafter as "Association".

SECTION 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential unit and/or residential lot, as hereinafter defined, which is subject to the terms and conditions of this Declaration as amended from time to time, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 3. "Developer" shall mean and refer to BARDMOOR PROPERTIES, INC. an Ohio corporation, its successors and assigns, provided that Developer indicates in its deed or instrument of conveyance that it is the intent of the Developer to convey its rights as Developer pursuant to these covenants, conditions and restrictions to such transferee entity as provided herein. BARDMOOR PROPERTIES, INC., shall at all times have the right to assign any interest it may have from time to time herein.

SECTION 4. "Residential Unit and/or Residential Lot" shall mean and refer to any condominium unit, patio home, townhouse, detached single family residence or residential lot contained within the property described in Exhibit "A" hereto and which is subject to the terms and conditions of this Declaration as amended from time to time.

SECTION 5. "Development" shall mean and refer to any and all condominium units, patio homes, townhouses, detached single family residences or residential lots within the property subject hereto and such additions thereto as may be annexed hereunder from time to time as provided for hereinafter.

SECTION 6. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 7. "Common Areas" as used herein shall mean any

and all real property owned by the Association and any and all improvements constructed thereon, from time to time, for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of conveyance of the first residential unit and/or residential lot shall include the parcels described as follows:

See Exhibit "B" attached hereto

Additional parcels may be added to the Common Areas from time to time by the conveyance from the Developer to the Association of other specifically described parcels of real property and any improvements thereon as provided for hereinafter.

SECTION 8. "Maintenance" shall mean the exercise of reasonable care to keep any structures, landscaping, and other related improvements and fixtures within the Common Areas, in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth. Maintenance of the Common Areas as defined herein is the responsibility of the Association pursuant to Article VII, Section 2G of the Association By-laws.

ARTICLE II

Property Rights

SECTION 1. "Owner's Easements of Enjoyment". Every owner of a residential unit and/or residential lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to said residential unit or lot, subject to the following provisions:

A. The right of the Association to charge reasonable assessments for the maintenance of the Common Areas;

B. The right of the Association to suspend the voting rights and right to use of the Common Areas by an owner, including, but not limited to the following reasons:

1. any period during which any assessment against any residential unit and/or residential lot remains unpaid; or

2. for a period not to exceed sixty (60) days, for any infraction by an owner of the published rules and regulations of the Association;

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities, however, no such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of all the owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pinellas County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 2. "No Partition". There shall be no judicial partition

of the Common Areas nor shall Developer or any owner of other person or entity acquiring any interest in the Development or any part thereof, seek judicial partition thereof.

ARTICLE III

Membership In Association

The Developer and/or persons hereinafter owning residential units and/or residential lots subject hereto, whose interests are evidenced by the recordation of proper instruments among the public records of Pinellas County, Florida, shall automatically be members of the Association. Membership shall automatically terminate when such persons divest themselves of their respective interests in said residential unit and/or residential lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any residential unit and/or residential lot which is subject to assessment by the Association.

ARTICLE IV

Voting

The voting requirements for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be in accordance with the provisions set forth in the Articles of Incorporation and By-laws of BARDMOOR NORTH PROPERTY OWNERS' ASSOCIATION, INC., as the same may be amended from time to time.

ARTICLE V

Covenants for Maintenance Assessments

SECTION 1. "Creation of Lien and Personal Obligation of Assessment" Pursuant to the Association's responsibility for the maintenance of the Common Areas as set forth in Article VII, Section 2G of the Association By-laws, the Developer, for each residential unit and/or residential lot owned within the property subject hereto, hereby covenants, and each owner of one or more residential units and/or residential lots, subject hereto by acceptance of a deed therefor, whether or not it shall be so expressly stated on such deed or deeds, including any purchaser at a judicial sale, unconditionally covenants and agrees to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements to be payable monthly, quarterly or annually.

Each of the aforementioned assessments to be established and collected as hereinafter provided. All such assessments, together with interest thereon, from the due date at the date of ten (10%) percent per annum and the costs of collection thereof, (including attorneys' fees) shall be a charge on the residential unit and/or residential lot and shall be a continuing lien upon the property, against which such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees, shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment on the date when the assessment became due and payable. No owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Areas or be abandonment of his residential unit and/or residential lot. The personal obligation for delinquent assessments shall not pass to the successors in title of the record owner on the date when the

assessment become due and payable unless expressly assumed by the record owner's transferee.

SECTION 2. "Purpose of Assessments". The assessments levied by the Association shall be used exclusively to:

A. Provide for the maintenance and improvement of the Common Areas owned by the Association, including, but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it; and

B. Promote the recreation, health, safety and welfare of the members of the Association.

SECTION 3. "Annual Assessment". The Board of Directors are hereby empowered to prepare and submit to the Association an annual budget for its approval, and based thereon to determine the amount of the annual assessment from time to time or as often as may be required as provided for hereinafter for adjustment thereof, but in no event shall the annual assessment be re-adjusted more often than quarterly by the Board of Directors in carrying out the purposes for which the annual assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

SECTION 4. "Expenditures". The Association shall acquire and pay for, out of the funds derived from annual assessments, certain items of service which may include, but may not be limited to, the following:

A. Maintenance of the grounds for the Common Areas including, but not limited to pumps, wells, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of any sidewalks and/or walkways constructed in the Common Areas and the rights-of-way outside the Common Areas.

B. Carry and pay for public liability insurance, insuring the Association against any and all liability to the public and insuring the Association against any and all liability to any owner arising out of the occupancy and/or use of the Common Areas. Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Association upon a proper vote as set forth in the By-laws hereto as a meeting duly called for the purpose of determining the annual assessments;

C. Any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary to proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas for the benefit of the owners.

D. There shall be no reserves for replacement; however, upon a proper vote as set forth in the By-laws, at a meeting duly called for the purpose of determining annual assessments, the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and

set forth in a resolution duly voted upon and executed by the Association;

E. Patrolling of the Development and Common Areas by security guards;

F. Any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called for the purpose of determining annual assessments the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

SECTION 5. "Special Assessments for Capital Improvements". In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association annual meeting as set forth in the By-laws until the next, ensuing annual meeting one calendar year subsequent thereto, unless said date shall fall on a Saturday, Sunday or legal holiday, in which event, the next business day which is not a Saturday, Sunday or legal holiday shall be held, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Areas including any fixtures and/or personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51%) percent of the votes of all of the residential unit and/or residential lot owners who are voting in person or by proxy at a special meeting duly called for this purpose.

SECTION 6. "Right of Assessment". Pursuant to the obligation of the Association to maintain the Common Areas as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth herein;

B. Have the right and power to assess each member a "pro-rata share" as defined hereinafter of the total obligation of the Association which is secured by the members' personal obligation as evidenced by the individual members' acceptance of the deed for his individual residential unit and/or residential lot.

SECTION 7. "Uniformity". Both annual and special assessments must be fixed at a uniform rate for all residential units and/or residential lots subject hereto.

A. Annual assessments: The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association, as reflected upon the Association's books in accordance with the services to be provided to the owners as set forth hereinabove.

1. Payment: Each owner shall be assessed and shall pay a prorata share of the total amount of the assessment necessary to provide the services as set forth hereinabove in addition to a prorata assessment for taxes and insurance, the schedule for payment of which shall be set forth according to an annual budget to be maintained as provided for hereinafter.

2. Formula: In order to determine the prorata share of each owner, the next ensuing year's estimated cost as it relates to the annual budget required to be maintained as provided for hereinafter, shall be divided by the number of residential units and/or residential lots subject hereto. The result thereof shall constitute the individual Owner's liability for the annual assessment, subject to re-adjustment, as provided for herein.

3. Costs: Costs shall include those items or services set forth hereinabove, plus the costs set forth in each annual assessment for taxes and insurance upon the Common Areas, as defined hereinabove and any and all improvements located thereon.

B. Special assessments: The basis for determining the special assessment shall be the actual costs of each item of construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Areas, including any fixtures and/or personal property relating thereto, as provided for hereinabove, undertaken for the benefit of Association as reflected upon the Association's books in accordance with Section V hereinabove.

1. Payment: Each owner shall be assessed and shall pay a prorata share of the total amount of the assessment necessary for capital improvements as set forth hereinabove in Section V, the schedule for payment of which shall be set forth according to an annual budget to be maintained as provided for hereinafter.

2. Formula: In order to determine the prorata share of each owner, the estimated cost of the capital improvement as it relates to the annual budget required to be maintained as provided for hereinafter shall be divided by the number of residential units and/or residential lots subject hereto. The result thereof shall constitute the individual owner's liability for the special assessment, subject to re-adjustment as provided for hereinafter.

It is expressly understood that the Developer shall pay any and all amounts assessed to Developer as a residential unit and/or residential lot owner in accordance with the formula set forth hereinabove for determination of each individual residential unit and/or residential lot owner's prorata share of assessments.

SECTION 8. "Taxes". It shall be the obligation of the Association commensurate with the ownership of the Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereto or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas;

B. Assess, as defined hereinabove, against each and every member a "prorata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the premises and improvements or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such prorata share to be secured from default by the personal obligation of each and every individual residential unit and/or residential lot owner who shall be a member of the Association by virtue of said ownership of an individual residential unit and/or residential lot;

C. The prorata share of each individual residential unit and/or residential lot owner shall be a part of the "cost" of ownership and shall be assessed, as set forth hereinabove, to each individual owner.

SECTION 9. "Date of Commencement of Assessments; Due Dates". The assessments provided for herein shall commence as to all residential units and/or residential lots on the first day of the month following the conveyance of the Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year in which the conveyance to the Association occurs, and in accordance with the Section 12, entitled "Budget", hereinafter. Thereafter, the Board of Directors shall fix the amounts of the annual assessment against each residential unit and/or residential lot at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment thereof shall be sent to every owner subject thereto. Due dates shall be established by the Board of Directors. The Board of Directors shall additionally prepare a roster of the property subject hereto and the assessments applicable thereto which shall be kept in the office of the Association and shall be opened to the inspection of any owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified residential unit and/or residential lot have been paid and further, the Association may delegate to and contract for collection of the assessments of the Association.

SECTION 10. "Subordination of the Lien to Mortgages". The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veteran's Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single residential unit and/or residential lot originally granted to and owned by a bank, savings and loan association, or insurance company or through their respective loan correspondents intended to finance the purchase of a residential unit and/or residential lot or its refinance or secure loan where the primary security for the same is the single residential unit and/or residential lot involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a residential unit and/or residential lot secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said residential unit and/or residential lot, the first mortgagee shall pay its prorata share of the annual and special assessments as provided for herein. The sale or transfer of any residential unit and/or residential lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall extinguish the personal obligation of the owner who was the owner of record prior to said foreclosure or proceeding in lieu thereof.

SECTION 11. "Effect of Non-payment of Assessments; Remedies of the Association". Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may, at its election, bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the residential unit and/or residential lot in which event, there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained.

such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his residential unit and/or residential lot.

SECTION 12: "Budget". The Association shall assess its members annually a prorata share (as set forth hereinabove), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors and any Manager or Management Company which may from time to time be employed by the Association to prepare such annual budget and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document; save and except, that for the first year thereof the assessment for each member shall be set forth by Developer as an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association properly in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association annually, and in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association. Each residential unit and/or residential lot owner's prorata share of the first two years budget of the Association and/or any special assessment levied by the Association during the first two years shall be not greater than 1/400 of said budget and/or special assessment and the Developer guarantees payment of actual costs in excess thereof to the Association during said initial two year period.

The sums to be set forth by the Developer for the first year as an estimate of the actual cost for the operation and maintenance of the Association property, shall be subject to re-adjustment as set forth hereinafter.

In the event that, on the basis of an analysis of a quarterly budget report by the Board of Directors or its authorized representative, of the sums required to meet the services set forth for maintenance hereinabove, and such additional items as requested or determined to be necessary by the Association and By-laws of the Association, and if said sums required are insufficient to meet payment of the obligations of the Association or are assessed in a greater amount than is needed to meet the Association's obligations, then the Board of Directors or its authorized representative shall re-adjust the total amount stated to be due from each member of the Association and such increase or decrease, as shall occur from time to time, shall be re-adjusted by the Board of Directors or its authorized representative, and assessed to the individual members of the Association; and

In the event that at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowances made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

SECTION 13. "Exempt Property". The Board of Directors shall have the right to exempt property subject to this Declaration

from the assessments, charge and lien created herein if such property is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All Common Area as defined in Article I hereof;

C. All properties exempted from ad valorem taxation by the Laws of the State of Florida, to the extent agreed to pay the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges liens.

ARTICLE VI

Annexation

Notwithstanding any provisions contained herein or in the Articles of Incorporation or By-laws of BARDMOOR NORTH PROPERTY OWNERS' ASSOCIATION, INC., relating to amendments hereto, the Developer shall be permitted to annex any additional residential property and/or convey additional Common Areas from the lands described in Exhibit "A" attached hereto in whole or in part, without the consent of the Association, Owners or Mortgagees within seven (7) years of the date of this instrument. The lands described in Exhibit "A" shall become subject to the provisions of the Articles of Incorporation; By-laws of the Association and this Declaration, upon the filing of an amendment or amendments to this Declaration or upon the filing of a conveyance or conveyances from the Developer to the Association specifically describing additional Common Areas being conveyed to the Association among the Public Records of Pinellas County, Florida. Said amendments and/or conveyances shall be properly executed and acknowledged by the Developer only, and shall not require the consent of the Association, Owners or Mortgagees to be bind thereupon.

The properties referred to in Exhibit "A" shall not be subject to the terms and conditions of this Declaration nor shall the same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to this Declaration is/are recorded among the Public Records of Pinellas County, Florida, annexing lands hereunder or until such time as the Developer conveys portions of said property described in Exhibit "A" to the Association as additional Common Areas from time to time.

ARTICLE VII

General Provisions

SECTION 1. "Enforcement". The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. "Severability". Invalidation of any one of these covenants or restrictions by judgment or court order shall

in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. "Duration". The covenants and restrictions of this Declaration shall run with the bind, the land for a term of twenty-five (25) years from the date that the Declaration is recorded.

SECTION 4. "Amendments". This Declaration may be amended during the twenty-five (25) year period by an instrument signed by the owners of seventy-five percent (75%) or more of all the residential unit and/or residential lot owners; save and except, the Developer shall be permitted to amend this Declaration to annex additional residential property hereunder pursuant to the provisions of Article VI hereof, without the consent of the Association, Owners or Mortgagees within seven (7) years of the date of this instrument. Further, the Developer shall have the right, until the first day of January, 1984, to amend this Declaration to clarify any ambiguities or conflicts herein, without the consent of the Association, Owners or Mortgagees. Any amendment hereto must be recorded upon the Public Records of Pinellas County, Florida, in accordance with the formalities required for the recordation of a deed.

SECTION 5. "Improvements". Notwithstanding anything to the contrary herein or anything to the contrary contained in the Association Articles of Incorporation or By-laws, no improvements constructed or erected upon the Common Areas by the Developer shall be removed, torn down, or defaced without the prior written consent of the Developer during the term of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 10 day of August, 1979.

Signed, Sealed and Delivered in the Presence of:

BARDMOOR PROPERTIES, INC.

[Signature]
[Signature]
(Corporate Seal)

By J. Eugene Quinn
J. Eugene Quinn, President
Attest: [Signature]
Carole Buchanan, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 10 day of August, 1979, before me personally appeared J. Eugene Quinn and Carole Buchanan, to me well known and known to me to be the persons who executed the foregoing instrument as President and Secretary respectively, of Bardmoor Properties, Inc., an Ohio corporation, and each severally acknowledged the execution of such instrument as officers for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by said corporation, and that the seal affixed thereto is the true and genuine corporate seal of said corporation and was affixed thereto by said officers.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, the day and year first above written.

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1981
BONDED THRU GENERAL INS. UNDERWRITERS

Law Offices