

**CERTIFICATE OF AMENDMENT
OF THE DECLARATIONS OF CONDOMINIUM OWNERSHIP OF
SPRINGWOOD VILLAS II, INC., NO. 1, NO. 2, NO. 3, NO. 4,
NO. 5, NO. 6, NO. 7 AND NO. 8, A CONDOMINIUM
AND AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS OF
SPRINGWOOD VILLAS II, INC., NO. 4, A CONDOMINIUM**

This Certificate of Amendment to the referenced
Declarations of Condominium of the eight referenced
condominiums, and the Articles of Incorporation and Bylaws of
Springwood Villas II, Inc., No. 4, a Condominium which by and
through its appropriate corporate officers hereby states as
follows:

1. Attached hereto is a complete copy of the
Consolidated Declaration of Condominium Ownership which shall
serve as a complete set of amendments to the respective
Declarations of Condominiums consisting of the Springwood
Villas II, Inc., community. Also attached are amended
Articles of Incorporation and Bylaws of Springwood Villas
II, Inc., No. 4, a Condominium the corporation for the
Condominiums set forth below:

Springwood Villas II, Inc., No. 1, a Condominium
O.R. Book 3444, Page 0523 - CB 7, Page 1

Springwood Villas II, Inc., No. 2, a Condominium
O.R. Book 3605, Page 749 - CB 8, Page 59

Springwood Villas II, Inc., No. 3, a Condominium
O.R. Book 3718, Page 307 - CB 9, Pages 90 & 91

Springwood Villas II, Inc., No. 4, a Condominium
O.R. Book 3862, Page 128 - CB 11, Pages 68 & 69

Springwood Villas II, Inc., No. 5, a Condominium
O.R. Book 4020, Page 1101 - CB 13, Pages 85 & 86

Springwood Villas II, Inc., No. 6, a Condominium
O.R. Book 4089, Page 1228 - CB 15, Pages 83 & 84

Springwood Villas II, Inc., No. 7, a Condominium
O.R. Book 4156, Page 1769 - CB 17, Page 90

Springwood Villas II, Inc., No. 8, a Condominium
O.R. Book 4466, Page 1316 - CB 23, Pages 32 & 33

CONDOMINIUM PLATS PERTAINING HERETO ARE LOCATED IN
CONDOMINIUM PLAT BOOKS AS NOTED ABOVE

2. At a meeting of the membership of the Condominium Association held on March 1, 1994, which was duly noticed and at which a quorum was present, the requisite percentages of voting interests of the various condominiums approved the amended Declarations of Condominium and the amended Articles of Incorporation and Bylaws of Springwood Villas II, Inc., No. 4, a Condominium.

3. As the result of the approval of these amendments and as of the date of recording of said documents into the Official Records of Pinellas County, Florida all eight referenced condominiums agree to be governed by one uniformed Declaration of Condominium, Articles of Incorporation and Bylaws.

IN WITNESS WHEREOF, the attachments hereto are hereby submitted for recording among the Official Records of Pinellas County, Florida this 19th day of July, 1994.

WITNESSES: SPRINGWOOD VILLAS II, INC.,
NO. 4, A CONDOMINIUM

[Signature] By: [Signature]
Marie Petriken, President

[Signature]
Printed Name _____
Attest: [Signature]
Barbara Smith, Secretary

[Signature]
Printed Name _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 19th day of July, 1994, by Marie Petriken and Barbara Smith of Springwood Villas II Inc., No. 4, A Condominium, a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



FRANK M. RANDAZZO
My Comm Exp. 4/03/98
Bonded By Service Ins
No. CC361025
 Personally Known Otherwise

[Signature]
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
FRANK M. RANDAZZO
Printed Name of Notary Public
My Commission Expires:

**CONSOLIDATED DECLARATION OF CONDOMINIUM OWNERSHIP
OF THE CONDOMINIUMS CONSISTING OF THE
SPRINGWOOD VILLAS II, INC., COMMUNITY**

W I T N E S S E T H:

WHEREAS, eight separate Declarations of Condominium were recorded in the Official Records of Pinellas County, Florida as detailed on the Certificate of Amendment to which this exhibit is attached; and

WHEREAS, eight separate Condominium Associations were formed to operate the separate condominiums, which, by virtue of amendments approved several years ago, consolidated the various corporations into Springwood Villages II, Inc., No. 4 as the surviving corporation; and

WHEREAS, the members of the consolidated corporation desire to change the name of that entity so as to reflect the fact that it is the entity responsible for operation of all of the condominiums in the Springwood Villas II, Inc.,; and

WHEREAS, the members met at a duly called and noticed meeting at which a quorum was present in order to amend the various Declarations of Condominiums so as to make their provisions uniform throughout and to change the name of the corporation; and

WHEREAS, the members of the consolidated corporation desire to have one document for purposes of reference which would apply to all of the condominiums, listing the various separate percentage ownership of common elements and setting forth the method of common expense; and

WHEREAS, the membership did not approve merger of the condominiums and the provisions of this Consolidated Declaration shall be applied uniformly to all of the separate condominiums within the community; and

WHEREAS, all of the references to the exhibits herein are exhibits to the original Declarations of Condominium and can be examined among the Official Records by those persons desiring to do so;

NOW THEREFORE, in furtherance of the premises stated above, the members of the Association do hereby approve of this Consolidated Declaration to read as follows:

1. The property described on Exhibit "A" hereinafter referred to as "condominium property" has been submitted to condominium ownership and is subject to the provisions of this Declaration of Condominium.

(a) All improvements erected or installed on said land, including villa type buildings and individual home type buildings and related facilities.

2. The condominium is to be identified by the name Springwood Villas II, Inc., a Condominium.

3. DEFINITIONS: For all purposes in this Declaration, and for all purposes in the Articles of Incorporation and by the By-Laws of Springwood Villas II, Inc., a Florida not-for-profit corporation, the following words shall have the definitions hereinafter stated,

(a) Condominium Unit -- The unit being either a villa type space or individual home type space designated "a condominium unit" on the sketch of survey and plat attached to each original Declaration of Condominium whose Official Records Book and Page numbers are described on Exhibit "A" attached hereto and incorporated herein by reference.

(b) Common Elements -- Portion of the condominium property not included in the condominium unit.

(c) Common Expense --

(1) Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association; rental, taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement of the swimming pool, pool deck, recreational improvements, and facilities located upon the common elements.

(2) Expenses declared common expenses by provisions of this Declaration or the By-Laws.

(3) Any valid charge against the Condominium as a whole.

(4) Basic cable television service shall be provided by the Condominium Association to the units pursuant

to a single service contract with a cable provider, with the Association paying a lump sum bulk rate bill. Such bulk rate expense shall be a Common Expense.

(d) Condominium Parcel -- The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(e) Owner -- That person or entity owning a condominium parcel.

(f) Member -- An owner who is a member of Springwood Villas II, Inc., a Florida not-for-profit membership corporation, hereinafter referred to as the "Association."

(g) Voting Member -- That member who casts a vote on behalf of a condominium parcel. In the event of multiple owners of a unit, any multiple owner may cast a vote, so long as there are not conflicting votes. In the event of conflicting votes attributable to an individual parcel, the Secretary shall be authorized to deny a vote to that parcel until the owners thereof agree upon a single vote, and, after such agreement, the Secretary shall be authorized to provide a ballot to the co-owner so identified.

4. IDENTIFICATION: The condominium units on the condominium property are set forth in the plat, attached hereto and made part hereof marked Exhibit "BB." Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto.

Each condominium unit is identified by number as shown on the plat originally attached to the Declarations as recorded and described on Exhibit "A" attached hereto and made part hereof. No unit bears the same designation as does any other unit. Please refer to said Plats for additional information.

5. DELETED

6. DELETED

7. COMMON ELEMENTS: Common elements as herinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Florida Statute Section 718, the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit lawfully may be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) Easements or encroachments by the perimeter walls, ceilings and floors surrounding such condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements, appurtenant to each of the condominium units are as follows: Note that each individual condominium stands as a separate entity, and therefore, the disclosures below are on a condominium by condominium basis.

UNIT #1

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
201	2.70	197	4.20
202	3.15	203	4.20
14	3.77	204	4.20
16	3.77	205	4.20
17	3.77	9	5.20
106	3.77	10	5.20
7	4.20	11	5.20
8	4.20	12	5.20
15	4.20	13	5.20
107	4.20	198	5.20
108	4.20	199	5.87
109	4.20		

UNIT #2

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
18	3.62	208	4.70
19	3.55	209	4.70
100	3.22	210	4.70
101	3.11	211	4.70
102	3.82	212	4.70
103	3.46	213	4.70
104	3.62	214	4.70
105	3.47	215	4.70

110	3.22	216	4.70
111	3.11	217	4.70
206	4.70	218	4.70
207	4.70	219	4.70

UNIT #3

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
5	1.73	300	1.83
6	1.73	301	1.83
20	1.73	302	1.83
21	1.73	303	1.83
22	1.73	304	1.83
23	1.60	305	1.83
24	1.28	306	1.83
76	1.28	307	1.83
77	1.73	308	1.83
78	1.73	309	1.83
79	1.33	310	1.83
80	1.73	311	1.83
81	1.60	312	1.83
82	1.33	313	1.83
83	1.73	314	1.83
84	1.69	315	1.83
89	1.69	316	1.83
90	1.73	317	1.83
91	1.69	318	1.83
92	1.73	319	1.83
97	1.60	320	1.83
321	1.83	328	1.83
322	1.83	329	1.83
323	1.83	330	1.83
324	1.83	331	1.83
325	1.83	332	1.83
326	1.83	333	1.83
327	1.83	334	1.83
		335	1.83

UNIT #4

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
85	2.35	343	2.51
86	2.56	344	2.51
87	2.35	345	2.51
88	2.56	346	1.44
93	2.35	347	1.44
94	2.56	348	2.51
95	2.56	349	2.51
96	2.35	350	2.51
98	2.51	351	2.51
99	2.56	352	2.51

112	2.56	353	2.51
113	2.35	521	2.56
114	2.56	522	2.35
115	2.56	525	2.56
336	1.44	528	2.35
337	2.51	530	2.35
338	2.51	532	2.35
339	1.44	539	2.56
340	2.51	540	2.56
341	2.51	541	2.36
342	2.51	558	2.35

UNIT #5

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
510	3.025	544	3.092
511	2.839	556	2.839
512	3.096	557	3.096
520	3.025	559	2.839
523	2.839	560	3.096
524	3.092	561	2.839
526	3.092	562	3.092
527	2.839	563	2.839
529	3.096	564	3.092
533	2.839	565	2.373
534	3.096	566	3.092
535	3.096	567	3.025
536	3.025	588	3.025
537	2.839	589	2.373
538	3.096	590	2.839
542	3.025	591	3.092
543	3.025	592	2.373

UNIT #6

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
508	5.36	597	5.70
509	5.62	608	5.70
513	5.62	609	5.36
518	5.62	610	5.62
519	5.62	611	5.70
531	5.35	612	5.36
593	5.37	614	5.70
594	5.70	615	5.62
595	5.36	616	5.62

UNIT #7

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
500	15.00	503	12.16
501	13.52	504	15.78
502	12.69	505	15.78
		515	15.07

UNIT #8

<u>Unit No.</u>	<u>% Living Area</u>	<u>Unit No.</u>	<u>% Living Area</u>
1	7.3043	596	7.3793
506	5.9451	613	7.3793
507	7.3043	628	7.3793
514	6.0452	629	7.3793
516	7.3043	630	7.3793
517	7.3043	631	7.3793
617	7.1374	632	7.3793

9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the maintenance fee schedule adopted February 10, 1975 as follows:

The first group is to pay the basic monthly amount which at the time was Fifty-Seven Dollars (\$57.00).

The second group is to pay the basic amount less Four Dollars (\$4.00).

The third group is to pay the basic amount less Eight Dollars (\$8.00).

The first group includes all units not included in groups two and three.

The second group includes units 14, 16, 17, 106, 107, 108, 203, 204, 205 336, & 339.

The third group includes units 201, 202, 346 & 347.

It is understood that this shall include the expense in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

The Association and Board of Directors shall regulate the monthly maintenance amount assessed to each condominium parcel within the limitations of the authorized budget. Any subsequent interim adjustments in the amount of monthly maintenance payments made necessary by changing economic conditions, inflation, etc., will be applied proportionately

to each and every unit, for example, each unit will increase or decrease in the same dollar amount.

The common surplus shall be owned by unit owners in the same proportions.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be Springwood Villas II, Inc., hereinafter called the "Association." The By-Laws of the Association are attached hereto as Exhibit "C" and made a part hereof as though set out in full.

11. THE ASSOCIATION: All persons or entities hereafter owning the condominium parcels (owners), whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote.

There shall not be no more than two hundred nineteen (219) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may vote for each condominium parcel which he or it owns.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) members and not more than seven (7) voting members who are all to be elected annually by the voting members.

12. AMENDMENT OF DECLARATION: The Declaration may be amended by affirmative vote of two-thirds of the condominium parcels at a meeting duly called for such purposes pursuant to the By-Laws attached to and made a part hereof; provided, however, that no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon.

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed conveying fee simple title to each condominium unit. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in Paragraph 9 above.

Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to, and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

A first mortgagee who acquires title to the unit by foreclosure or by Deed in Lieu of Foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the Deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed 1% of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest.

Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sales price or by the transferee. The responsibility of a mortgagee for unpaid assessments shall be in accordance with the Condominium Act as amended from time to time.

15. MAINTENANCE, ALTERATION AND IMPROVEMENT: The responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof, shall be as follows:

A. UNITS

(1) Sprinkler System. There is hereby reserved in favor of the Association the right to install, operate, maintain, repair and alter a sprinkler system over, through and upon all condominium property, and the owners of all units shall be liable to the Association for a prorata share, as hereinabove set forth, of the reasonable cost of operation of said system, and the maintenance, alteration, repair and replacement of said system.

(2) a. Lawn Maintenance, Spraying, and Tree Pruning. The Association shall be responsible to contract for lawn maintenance and chemical spraying. In addition, the Association shall be responsible for the pruning and/or removal, as needed, of all trees (excluding citrus trees) over twenty (20) feet tall.

aa. Shrub, and Tree Maintenance. All owners and/or residents are responsible for the maintenance, weeding, pruning, and the like, immediately bordering their condominium unit. If any owner fails to maintain the immediate area surrounding their condominium unit, as described in this section, in satisfactory condition, the Board of Directors reserves the right to initiate maintenance necessary to bring the appearance of the condominium unit into compliance, the cost of said maintenance would then be the responsibility of the condominium unit owner and collectable in accordance with section 16 hereinafter contained.

(3) Exterior, Maintenance and Repair of Building. Each unit owner shall be responsible for repair and replacement of any and all roof covering materials such as tile, shingle or the like, as well as all structural components of the roof directly over such condominium unit, and the Associations' responsibility shall be limited solely to the cleaning and painting of the exterior surface of the roof. This provision is with the exception of repair and replacement of the roofs of villa type condominium units, whereby all maintenance, repair, and replacement of villa type roofs will be performed at the sole discretion and determination of the Board of Directors with the costs of said maintenance, repair, or replacement being borne on a pro-rata basis by the owners of the villa type condominium units affected.

(4) Private Road and Driveways. The Association shall be responsible for the maintenance and repair of all private streets and driveways located upon the condominium property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the condominium property for such purposes. The owners of all units are hereby made liable to the Association for a prorata share, as hereinafter set forth, of the reasonable cost of all such maintenance and repair.

(5) Assessments. All charges made to the unit owners to provide for funds for the Association to perform the functions described in this section shall be assessed against each unit owner by the provisions of this Declaration concerning assessments.

(6) Owner's Maintenance Responsibilities. Every owner must keep and maintain his/her condominium unit, its equipment and appurtenances, in good order, condition and

repair, and must perform promptly all maintenance and repair work to his/her condominium unit, which, if omitted, would affect the condominium units entirety, or in a part belonging to other owners or would affect other condominium units, being expressly responsible for the damages and liabilities which his/her failure to do so may engender. Notwithstanding anything contained in this declaration, the owner of each condominium unit shall be liable and responsible for the maintenance, repair, replacement, and painting as the case may be, of all windows and screens, screen enclosures, and exterior doors, door frames and hardware, including sliding glass doors, exterior walls, and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewerage and sanitary service to his/her condominium unit, and which may now or hereafter be situated in, or adjacent to, his/her condominium unit. Any exterior painting must be in pastel colors or matching original colors of the condominium unit to maintain a harmonious and consistent appearance; provided however that no exterior painting shall be undertaken by a member without prior approval of the Board. Such owner shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any and all wall, ceilings and floor exterior surfaces, painting, decorating and furnishing, and all other accessories which such owner may desire to place or maintain in his/her condominium unit. Owner shall be responsible for pest and termite control to the extent, and with a company or companies properly licensed and registered with the State of Florida, County of Pinellas, and City of Pinellas Park and must further provide the Association with proof of treatment upon request. Whenever the maintenance, repair and replacement of any items for which the owner of a condominium unit is obligated to maintain, repair or replace at his/her own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the insurance trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such condominium unit shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. It is expressly understood that there are appurtenant to condominium units air conditioning equipment that may be located on or around the condominium building. An easement is expressly reserved in favor of each such condominium unit for the purpose of maintenance repair or replacement of the

said air conditioning equipment for the respective owners as is required hereinabove.

(7) Limitation upon right of Owners to alter and modify condominium units - No owner of a condominium unit shall permit there to be any structural modifications or alterations in such condominium unit without first obtaining the written consent of the Association which consent may be withheld in the event that a majority of the Board of Directors of said corporation determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the condominium in part or in its entirety. If the modification or alteration desired by the owner of any condominium unit involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting common elements located therein. No owner shall cause any improvements or changes to be made to the exterior of the condominium unit, including the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the condominium, or in any manner change the appearance of any portion of the building not within the walls of such condominium unit, without the written consent of Association being first had and obtained.

B. COMMON ELEMENTS

(1) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(2) Alteration & Improvements. After the completion of the improvements comprising the condominium, there shall be no alteration or further improvement of the real property constituting the common elements except upon receiving the written approval of two-thirds of the voting members of the Association present and voting in person or by proxy at a duly convened meeting prior to the time that such additions or alterations are undertaken. Failure of an owner or owners to approve all alteration or improvements approved by two-thirds of the voting members, as outlined above, shall not relieve such owner or owners of their respective shares of the cost thereof. The Board shall however, have the authority to allow owners to alter and improve those areas of the common elements adjacent to their units that would not, at the Boards determination, adversely affect the peaceful enjoyment of another unit owners space. Any future maintenance, repair, or improvements would be the responsibility of the individual unit owner and all the successors in title. In addition, if the alteration or

improvement must be removed for maintenance of any other common property, the cost of removal and reinstallation would also be the responsibility of the individual unit owner and all successors in title.

16. LIABILITY FOR COMMON EXPENSES: The proportionate share of the separate owners of the respective condominium units shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expense. The provisions of Paragraph 9 above shall govern as to the share of common expense and common surplus attributable to each unit.

B. Lot Unit Type. The lot unit type is designated on each lot of the Condominium Plat recorded simultaneously herewith.

C. Interest; Application of Payments. The payment of any assessment or installment thereof due to the Association shall be in default of such assessment, or any installment thereof, if not paid into the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due the Association shall bear interest at the highest rate allowable by law, or at a rate determined by the Board of Directors not to exceed the highest rate allowable by law until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association. The Association may charge a late fee, in addition to such interest, at the highest amount allowable by law, or in an amount to be determined by the Board of Directors not to exceed the highest amount allowable by law. Any payment received by an association shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and attorney's fees incurred in collection, and then to the delinquent assessment. The forgoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

D. Lien for Assessments. The lien for unpaid assessments shall also secure attorney's fees incurred by the Association incident to the collection of such assessment of enforcement of such lien.

E. Rental Pending Foreclosure. In the foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

F. DELETED

17. DELETED

18. INSURANCE: The insurance which shall be carried upon the condominium property and the property of the condominium parcel owners, shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Condominium parcel owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(b) COVERAGE:

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the common elements, except personal property owned by the condominium owners, shall be insured as required under the Condominium Act as amended from time to time in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on said land, including, but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: Public Liability in such amounts and with such coverage as shall be required by the Board of Directors and non-owned automobile coverages and with cross liability endorsements to cover liabilities of the condominium parcel owners as a group to a condominium parcel owner.

(3) WORKMEN'S COMPENSATION: Workmen's Compensation to meet the requirements of the law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association.

Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgagees on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holders of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(a) In the event that all mortgagees do not agree to the endorsement of the proceeds as herein provided, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event that the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to the reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the necessary improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged, and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event that the voting members are opposed to special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraph 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 22 hereafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the condominium project, same shall be abandoned subject to the provisions of 22 hereinafter. Ad evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) 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 within units or common elements, subject to the approval of any mortgagees of the premises damaged.

19. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:
In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner shall be subject to the following provisions:

a. Conveyances, Sales and Transfers. Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within twenty (20) days, the Board of Directors of the Association shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association should fail to approve or disapprove a proposed sale within said twenty (20) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association disapprove the proposed sale, conveyance or transfer, and a member still desires to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least twenty (20) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction or furnish a purchaser approved by

the Association who will accept the transaction upon terms and conditions contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey all his right, title and interest to the member of the Association making the redemption.

An Affidavit of the Secretary of the Association stating that the Board of Directors of the Association approved in all respects on a certain date, the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain sale or transfer and that the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or

transfer to such persons was made at the price, terms and on the date stated in the notice to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of decent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association are placed on actual notice of said devisee or descendant, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in the paragraph 19 shall be abated until further a final decision has been made by an appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of

appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only then, take title to the condominium parcel; or such person or persons or the legal representative of the Seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

b. Rental or Lease. A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association and Springwood Management, Inc. The Board of Directors shall have the right to require that a substantially uniform form or lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance of the member's membership and interest in a condominium parcel or upon the death of the Lessee.

c. Corporate Purchaser. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

d. Transfer: Mortgagee -- Notwithstanding anything to the contrary herein, the provisions of this paragraph 19 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure whereby such mortgagee becomes an owner.

e. Mortgage. No parcel owner may mortgage his parcel or any interest therein without the approval of the Association, except to a bank, life insurance company, or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association.

20. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, and his Association membership.

21. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in the Declaration, every condominium parcel owner shall:

a. Not use or permit the use of his unit for any purpose other than a single family residence and maintain his unit in a clean and sanitary manner. A single family residence means two (2) persons living together as a single housekeeping unit or three (3) or more persons related by blood, marriage, or legal adoption.

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

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

d. Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

e. Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" signs in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit either inside or outside.

f. Each of the units shall be occupied by at least one (1) person 55 years of age or older and no persons under the age of 21 years shall be permitted to live as permanent residents in the condominium units, except in the case of hardship, defined herein as death, permanent disability, or the formation of a guardianship for a unit owner; provided, however, that nothing herein shall prevent owners from having persons under the age of 21 years as visitors or guests for a limited period of time not to exceed 30 continuous days or 60 collective days in a calendar year.

Notwithstanding the foregoing, any person occupying a unit as of the effective date of the amendment of this paragraph shall be allowed to continue to occupy the said unit until such time as said occupant has permanently vacated the unit.

g. Not to make or cause any structural alteration to and in the building, removal of any additions or improvements or structural soundness of the buildings without written prior approval of the Board of Directors or designated authority.

h. Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the units, whereas the Association or its agent shall pay for the and be responsible for repairs and electrical wiring within the common elements.

i. Parking shall be limited to passenger automobiles in the parking space allotted and as specifically outlined in the Rules & Regulations of the Association.

j. Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from outside of said units.

k. DELETED

22. TERMINATION: The condominium may be terminated in the following manner:

a. Agreement. The termination of the condominium may be effected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

b. DELETED

23. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration

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

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities, or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring lives shall be those of the incorporators of the Association.

25. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for this operation of a condominium in accordance with the laws made and provided for the same, to-wit:

Chapter 718 Florida Statutes as amended from time to time.

26. DETERMINATION OF BOARD TO BE BINDING
Matters of dispute or disagreement between Unit Owners with respect to interpretation or application of the provisions of this Declaration, the Articles of Incorporation, or By-Laws, shall be decided by the Board of Directors of the Association, which decision shall be final and binding on all Unit Owners. Settlement of disputes will be conducted in accordance with the Condominium Act as amended from time to time.

Prepared By and Return To:
Robert L. Tankel, Esquire
Becker & Poliakoff, P.A.
33 N. Garden Avenue, Suite 960
Clearwater Tower
Clearwater, FL 34615-4116

FILED
54 JUL 22 AM 9:37
NOTARY PUBLIC

**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SPRINGWOOD VILLAS II, INC., NO. 4, A CONDOMINIUM**

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation. WE FURTHER CERTIFY THAT the attached amendment to the Articles of Incorporation of Springwood Villas II, Inc., No. 4, a Condominium, a corporation not-for-profit organized in the laws in the State of Florida, filed on August 7, 1972, Charter No. 724032, was duly adopted by the members and the number of votes cast for the amendment was sufficient for approval at a meeting held on March 1, 1994.

IN WITNESS WHEREOF, we have affixed our hands this 19th day of July, 1994, at Pinellas County, Florida.

WITNESSES:

SPRINGWOOD VILLAS II, INC., NO. 4,
A CONDOMINIUM

(SEAL)

George L. Tankel

By: Marie Petriken
Marie Petriken, President

George L. Tankel
Printed Name

Attest: Barbara Smith
Barbara Smith, Secretary

George L. Tankel

George L. Tankel
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Marie Petriken and Barbara Smith, to me known to be the President and Secretary, respectively, of SPRINGWOOD VILLAS II, INC., NO. 4, A CONDOMINIUM and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 19th day of July, 1994.

Frank M. Randazzo
Notary Public
Printed Name: FRANK M. RANDAZZO

My commission expires:
f:\wp\spring2\certamd.art



FRANK M. RANDAZZO
My Comm Exp. 4/03/98
Bonded By Service Ins
No. CC361025
 Personal Other I.D.

AMENDED AND RE-STATED ARTICLES OF INCORPORATION
OF SPRINGWOOD VILLAS II, INC., NO. 4, A CONDOMINIUM
NOW TO BE KNOWN AS SPRINGWOOD VILLAS II, INC.

The Articles of Incorporation of Springwood Villas II, Inc., No. 4, a condominium were formed by the Developer of the Springwood Villas II community for the purpose of operating one of the condominiums within the community. Several years ago, the corporation was determined to be the surviving member and successor by merger to the various Springwood Villas II Condominium Associations. The following constitutes the amended and restated Articles of Incorporation of Springwood Villas II, Inc., No. 4, a condominium, now to be known as Springwood Villas II, Inc.:

I.

The name of the corporation shall be: Springwood Villas II, Inc.

II.

The purpose for which the corporation is organized is to maintain, operate and repair the Springwood Villas II condominium community as described in the Declarations of Condominium thereof recorded among the Official Records of Pinellas County, Florida. the owner, or solely to maintain or operate without any interest in real property, certain multi-unit residential buildings and the land upon which said buildings shall be situated in Pinellas County, Florida, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefits of its members; to operate the property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation, and to perform any other act for the well-being of member residents without partially or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of the physical appearance of the buildings, to formulate By-Laws, rules or regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purpose as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporations Not for Profit".

III.

Various Declarations of Condominium as described in the Official Records of Pinellas County, Florida contain the legal description of the property subject to operation, maintenance and control by the corporation.

IV.

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

V.

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

Irving Green	10550 U.S. 19 North Pinellas Park, Florida
Linda Sundstrom	10550 U.S. 19 North Pinellas Park, Florida
Benjamin I. Green	10550 U.S. 19 North Pinellas Park, Florida

VI.

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

VII.

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than five (5), nor more than seven (7) members, as the same shall be provided for by the By-Laws of the corporation. The members of the Board of Directors shall be elected annually by the majority vote of the members of the corporation in the manner set forth in Article II of the Bylaws. The names and addresses of the current elected Board of Directors and Officers, who shall serve as Directors and Officers until the next election of Directors and Officers, are as follows:

Irving Green	10550 U.S. 19 North Pinellas Park, Florida	President and Director
Gwen Kukkuck	10550 U.S. 19 North Pinellas Park, Florida	Vice-President and Director
Benjamin I. Green	10550 U.S. 19 North Pinellas Park, Florida	Secretary and Director
Linda Sundstrom	10550 U.S. 19 North Pinellas Park, Florida	Treasurer and Director
Paul J. Skipper	10550 U.S. 19 North Pinellas Park, Florida	Director

VIII.

The By-Laws of the corporation are to be made, altered or rescinded by a majority vote of the members of the corporation present, in person or by proxy, at a duly called meeting of the membership.

IX.

Amendments to the Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the members of the corporation, provided, however, that no such amendments to the Articles of Incorporation shall be effective unless adopted pursuant to Article XI hereinafter.

X.

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the corporation, except as provided in the Declaration of Condominium.

Section 2. Each member shall be restricted to one (1) vote in all matters on behalf of the corporation.

Section 3. A membership may be owned by more than one (1) owner, provided that membership may be held in the same manner as title to the unit. In the event that ownership is in more than one (1) person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4. The members of this corporation shall be subject to assessment for the costs and expenses of the corporation in operating the multi-unit buildings, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the corporation. The By-Laws of the corporation may not change or alter this Section 4, Article X.

Section 5. The corporation shall not be operated for profit, no dividends may be paid, and no part of the income of the corporation shall be distributed to its members, directors or officers.

Section 6. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium unit.

Section 7. Deleted

Section 8. The members of this corporation shall be subject to all of the terms, conditions, restrictions and covenants contained in the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the corporation.

XI.

These Articles of Incorporation of the corporation may not be amended, altered, modified, changed or rescinded by a vote of less than a majority of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or revision of Article II hereinabove and Sections 4, 5, 6 and 8 of Article X may be made without the unanimous approval of the then members of the corporation, together with the written unanimous approval of all mortgagees holding a valid enforceable first mortgage lien against any condominium unit, providing such mortgagees are institutional mortgagees such as a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

XII.

This corporation shall provide and may contract for recreational facilities to be used by the condominium unit owners for recreational and social purposes.

XIII.

In the event this corporation shall become dormant, inactive and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, as it may pertain to this corporation, then the said corporation shall revert back to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of this corporation and as provided for in the Articles of Incorporation and By-Laws of this corporation.

XIV.

The principal place of business of this corporation shall be located at 10440 Azalea Park Drive, Pinellas Park,

Pinellas County, Florida, or such place or places as may be designated from time to time.

IN WITNESS WHEREOF, the membership has adopted these amended and restated Articles of Incorporation pursuant to the Certificate of Amendment attached hereto.

**AMENDED AND RE-STATED BY-LAWS OF SPRINGWOOD VILLAS II, INC.
F/K/A SPRINGWOOD VILLAS II, INC., NO. 4, A CONDOMINIUM**

The purpose of this document is to provide for a consolidated set of By-Laws reflecting a change of the name and the fact that the corporation is the surviving entity by merger to the eight formerly separate corporations formed for operating eight separately declared condominiums herein.

**ARTICLE I
GENERAL**

Section 1. The Name: The name of the corporation shall be Springwood Villas II, Inc.

Section 2. Principal Office: The principal office of the corporation shall be at 10440 Azalea Park Drive, Pinellas Park, Pinellas County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of the "Association" as defined in the Declarations of Condominium of:
Springwood Villas II, Inc., No. 1, a Condominium,
Springwood Villas II, Inc., No. 2, a Condominium,
Springwood Villas II, Inc., No. 3, a Condominium,
Springwood Villas II, Inc., No. 4, a Condominium,
Springwood Villas II, Inc., No. 5, a Condominium,
Springwood Villas II, Inc., No. 6, a Condominium,
Springwood Villas II, Inc., No. 7, a Condominium,
Springwood Villas II, Inc., No. 8, a Condominium, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

Section 4. Identity: That in addition to the within By-Laws being the By-Laws of Springwood Villas II, Inc., these By-Laws are established pursuant to Chapter 718 Florida Statutes, and are hereby annexed to and made part of the Declarations of Condominium of:
Springwood Villas II, Inc., No. 1, a Condominium,
Springwood Villas II, Inc., No. 2, a Condominium,
Springwood Villas II, Inc., No. 3, a Condominium,
Springwood Villas II, Inc., No. 4, a Condominium,
Springwood Villas II, Inc., No. 5, a Condominium,
Springwood Villas II, Inc., No. 6, a Condominium,
Springwood Villas II, Inc., No. 7, a Condominium,
Springwood Villas II, Inc., No. 8, a Condominium.

ARTICLE II
DIRECTORS

Section 1. As noted in the Declaration, the Board shall consist of not less than five (5) nor more than seven (7) members. The membership may set the size of the Board to be elected at the ensuing Annual Meeting at a Special Meeting held not less than ninety (90) days prior to the Election and Annual Meeting. No change shall be effective so as to shorten the term of any existing Director. All directors shall serve for a two (2) year term, provided however that as closely as possible, a bare majority and bare minority is elected every other year.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of the directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during the term of office, his membership in the corporation shall be terminated for any reason whatsoever. No Director may serve if their Association assessments are not current and up-to-date.

Section 4. DELETED

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

A. To make and collect assessments and establish the time within which payments of same are due.

B. To use and expend the assessments collected, to maintain, care for and preserve the units and condominium property except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

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

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

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of 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 these By-Laws and the terms and conditions of the Declaration.

G. To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or Community Association Manager who shall maintain, service and/or manage the buildings and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the buildings. To employ workmen, janitors, and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have the powers of a Community Association Manager in connection with the matters hereinbefore set forth.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels and use of the common elements of the Condominiums.

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

Section 7. Meetings:

A. The first meeting of each board newly elected by the members, known as the Organizational Meeting, shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

B. Notice of a Board of Directors' meeting shall be required in accordance with Florida Statute 718. The

directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors to the Board of Directors shall be required.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

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

Section 8. Order of Business: The order of business at all meetings of the Board shall be, unless otherwise directed by the Board or President, as follows:

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

ARTICLE III
OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice President,

Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice President.

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

Section 3. Election: The Board of Directors at its first meeting after each Annual Meeting of Members shall elect a President, Vice-President, a Secretary and a Treasurer, none of whom, except the President, need be a member of the Board. Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

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

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

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors' meetings in one or more books provided for that purpose.

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

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

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

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

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

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

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

C. The Association shall maintain a Fidelity Bond, or the like, in a sum, and in one or more sureties as required by law as amended from time to time and satisfactory to the Board of Directors for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation, or removal from office, of all its books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 9. Vacancies: If the office of any director or of the President, Vice President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a

majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. There shall be two hundred nineteen (219) voting members of this corporation.

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

Section 3. Voting Members: An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, as described in the Declaration. There shall not be more than two hundred nineteen (219) voting members at any one time and each may cast one (1) vote, all as more fully described in the Declaration.

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

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a

member of the corporation, subject to the procedures set forth in the Declaration.

ARTICLE V
MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting: The annual meeting of the members of the corporation shall be held on the first Monday of December, if not a legal holiday, or such other date as may be determined by the Board of Directors and at a place and time determined by the Board of Directors, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than 12 months after the last annual meeting.

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

Section 4. Special Meetings:

A. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose, or purposes of the proposed meeting.

B. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such addresses as appear on the books of the corporation, at least ten (10) days before such meeting.

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

Section 5. Right to Vote: At any meeting of the members, every member having the right to vote shall be

entitled to vote in person or by proxy; such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof and in accordance with Florida Statute 718 as amended from time to time.

Section 6: Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Article of incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7: Quorum: Fifty-one (51%) percent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for such transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws; if, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by a provision of the Statutes or the Articles of Incorporation or by these By-Laws to be taken in connection with any action of the corporation, the meeting and the vote of members may be dispensed with if all the requisite number of members otherwise required to approve of a proposition consent, in writing, to the action proposed to be taken. The Board shall promulgate a method of notifying the membership of the proposition and fairly obtaining the input. In the event a proposition is approved in this fashion, the Board shall notify the membership, in writing, within a reasonable time after the approval of same.

ARTICLE VI NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws, notice is required to be given to any Director or

member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed envelope addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. Attendance by any member at a meeting shall constitute a waiver of notice of such meeting, except when the member's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

ARTICLE VII
FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at anytime for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by two (2) officers; or by at least 1 officer and any other such person or persons that the Board of Directors may from time to time designate.

ARTICLE VIII
SEAL

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

ARTICLE IX
DELETED

ARTICLE X
HOUSE RULES

In addition to the other provisions of these By-Laws the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted

by the Board of Directors, shall govern the use of the condominium units located in the property and the conduct of all residents thereof.

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

B. Owner shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputations to the property.

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

D. The condominium units shall not be used for business use or for any commercial use whatsoever.

E. No children under the age of 21 years shall be permitted to live as permanent residents in the condominium units; provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time.

F. Common elements shall not obstructed, littered, defaced or misused, in any manner.

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

H. Only passenger automobiles which are used for the private non-commercial use of the owners thereof shall be permitted to be parked on the condominium property.

Passenger vans that do not exceed the size of one parking space may be parked only in the areas provided for that purpose. Trucks, pick-up trucks, boats, buses, campers trailers, motor homes, mobile homes, and commercial vehicles shall not be parked on the condominium property. The following definitions shall apply for the purposes of this Section:

1. "Boats" means anything manufactured, designed, marketed or used as a craft for water floatation, capable of carrying one or more persons, or personal property.

2. "Bus" means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus, for transport of a greater number of passengers or goods that automobiles are customarily manufactured, designed, marketed

or used to carry, but excluding vehicles manufactured, designed or marketed as passenger, cargo or like vans.3. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailer toppers, trailer or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

4. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, or otherwise indicates a commercial use.

5. "Mobile Homes" means any structure or devise of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

6. "Motor Homes" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

7. "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

8. "Trucks, pick-up trucks and light pick-up trucks" used in a commercial fashion of whatever nature shall be prohibited from parking on the condominium property. These terms are intended to mean and be defined as any vehicle with a bed, whether exposed to the elements or covered by a top, (as an after-market devise) which is used primarily for the purpose of carrying cargo rather than passengers. Notwithstanding the rated weight-carrying capacity of any such vehicle, all such vehicles shall be considered trucks for purposes of the condominium documents. Provided, however, notwithstanding the above, vehicles such as Chevrolet El Caminos, Ford Rancheros and similar such vehicles which have the shape of passenger automobile but which may have a bed for the purpose of carrying cargo or materials in the open shall be permitted vehicles, provided that said vehicles are not a "commercial vehicle" as elsewhere defined herein.

9. "Vans" means vehicles with less than one-half (1/2) ton rated weight-carrying capacity which is used solely as a passenger vehicle and not used as a "commercial vehicle," as that term is defined elsewhere in this rule. This rule is intended to specifically permit the parking of passenger vans currently marketed under the following manufacturers' name plates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro and Lumina, Ford Aerostar and all other vehicles of similar design and which are within 5% of the height, width and length of such vehicles, (subject to prior Board approval) as long as such vehicles are not commercial vehicles as elsewhere described herein. Vehicles marketed under the following name plates are allowed, as long as they are not commercial vehicles: Chrysler Jeeps, Ford Broncos, Chevrolet Blazers, Jeep Wagoneers and vehicles which are (in the opinion of the Board), similar to such vehicles if a production model, as deliverable from an authorized manufacturer's dealer of the product and are not modified. For purposes of clarification and not of limitation, this provision shall be interpreted as allowing such vehicles which may contain any of the options afforded by the manufacturer and available through the dealer.

10. "Vehicle" means a "motor vehicle" as defined in Section 320.01 Florida Statutes, which includes automobiles, motor cycles, trucks, trailers, recreational vehicles, trucks, trailers, semi-trailers, mobile homes, motor homes, campers, busses and boats, all as may be further defined hereinabove, or in Florida Statutes. In any case, the most restrictive definition of "vehicle" shall apply, whether contained herein or the referenced Section of Florida Statutes. Additionally, the definitions in Section 316.003 Florida Statutes shall also apply where not in conflict with the definitions herein.

Bicycles, mopeds and the like shall be parked only in such areas as may be designated for the purpose. Motorcycles may only be operated for ingress and egress and shall have a quiet muffler. No noisy "dirt bikes" may be operated.

The Board of Directors shall have the authority to waive or alter certain restrictions in the event of changing vehicle styles, usage, marketing, and general vehicle development that may take place as a result of changing times.

Vehicle maintenance may not be performed on the condominium property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, changing of tires, engine maintenance or repair, or body maintenance or repair.

The Board of Directors has found, based upon an examination of the facts, that certain vehicles which are parked on the Condominium property discharge automotive fluids, such as oil, grease, lubricants, coolants and other such products in an excessive fashion. In light of the extreme damage done to the paved areas within the Condominium, the Board hereby prohibits vehicles of any nature or type which discharge fluids any of such fluids in an amount which the Board or its agent determine to be harmful to the paved areas. Where such vehicles are found to exist on the Condominium property, the owner of the vehicle shall be notified of a violation of this provision and be given a period of time not to exceed three (3) days to remedy the problem. Should the problem persist, the Board shall have the authority to tow the vehicle in accordance with Florida Law.

No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the state of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven (7) consecutive days shall be presumed to be unable to operate on its own power. Any member of the Board who has reasonable cause to believe that a vehicle is unable to operate on its own power shall notify the Board, or any of the Board's agents, who shall either affix a sticker thereto notifying the owner thereof of the intent of the Association to tow the vehicle or send a certified mail letter, return receipt requested, with notice contained therein notifying the owner of the vehicle that is considered to be in violation of the Condominium rules and regulations. The owner of vehicle shall have twenty-four (24) hours from the date and time stated on the sticker or contained in the letter to respond to the Association and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Association, the vehicle may be towed at the owner's expense.

ANY VEHICLE VIOLATING ANY PROVISION OF THIS SECTION MAY BE SUBJECT TO TOWING AT THE OWNER'S EXPENSE IN ACCORDANCE WITH FLORIDA LAW.

Each owner shall be responsible to assure that his tenants and guests comply with all the rules and regulations of the Condominium and violations by tenants and guests of an owner shall subject the owner to the same liability, including fines, as if the owner had committed the infraction of the rules himself.

ARTICLE XIII
SURRENDER

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

ARTICLE XIV
AMENDMENT OF BY-LAWS

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

ARTICLE XV
CONSTRUCTION

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

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