

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

PINELLAS COUNTY FLA.  
OFF.REC.BK 8918 PG 1382

01 RECORDING  
REC 87.00  
DR219 \_\_\_\_\_  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
P/C \_\_\_\_\_  
CERT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 87.00  
mb

**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF CHATEAUX DE BARDMOOR CONDOMINIUM  
OWNERS ASSOCIATION, INC.**

**AN EXHIBIT TO THE DECLARATIONS OF CONDOMINIUM OF  
CHATEAUX DE BARDMOOR, INC., NO. 1, A CONDOMINIUM  
CHATEAUX DE BARDMOOR, INC., NO. 2, A CONDOMINIUM  
CHATEAUX DE BARDMOOR, INC., NO. 3  
CHATEAUX DE BARDMOOR, INC., NO. 7, A CONDOMINIUM  
CHATEAUX DE BARDMOOR, INC., NO. 8, A CONDOMINIUM  
CHATEAUX DE BARDMOOR, INC., NO. 9, A CONDOMINIUM  
CHATEAUX DE BARDMOOR, INC., NO. 10, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Chateaux De Bardmoor Owners Association, Inc., an Exhibit to the Declarations of Condominium of Chateaux De Bardmoor, Inc. No. 1, Chateaux De Bardmoor, Inc. No. 2, Chateaux De Bardmoor, Inc., No. 3, Chateaux De Bardmoor, Inc. No. 7, Chateaux De Bardmoor, Inc. No. 8, Chateaux De Bardmoor, Inc. No. 9, and Chateaux De Bardmoor, Inc., No. 10 as described on the exhibit attached hereto, was duly approved in the manner required by the By-Laws, at a duly noticed meeting of the membership at which a quorum was present, held on December 6, 1994.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of January, 1995, at Pinellas County, Florida.

CHATEAUX DE BARDMOOR CONDOMINIUM  
OWNERS ASSOCIATION, INC.

(SEAL)

By: Don Byerly  
Don Byerly, President

Attest: Elizabeth S. Edwards  
Elizabeth Edwards, Secretary

Witnesses:

Geo Douglas  
Printed Name

DON STROHOFER

Don Strohofer  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

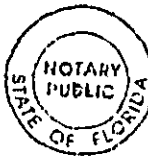
BEFORE ME, the undersigned authority, personally appeared Don Byerly and Elizabeth Edwards to me known to be the President and Secretary, respectively, of CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily 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 27<sup>th</sup> day of January, 1995.

Arthur LeBlanc  
Notary Public  
Printed Name: Arthur LeBlanc

My commission expires:



ARTHUR LEBLANC  
My Comm Exp. 7/11/97  
Bonded By Service Ins  
No. CC299444  
 Personally Known     Other I. D.

OFFICIAL COPY

80033926 MDK 02-21-1995 11:33:48  
01 CTF-CHATEAUX DE BARDMOOR  
RECORDING 1 \$87.00  
TOTAL: \$87.00  
CHECK AMT. TENDERED: \$87.00  
CHANGE: \$.00

*The Declarations amended hereby are as follows:*

*Chateaux De Bardmoor, Inc., No. 1, A Condominium as recorded in Condominium Plat Book 3 at Page 96 and further described in Official Records Book 3070 at Page 497.*

*Chateaux De Bardmoor, Inc., No. 2, A Condominium as recorded in Condominium Plat Book 5 at Page 12 and further described in Official Records Book 3253 at Page 67 in Pinellas County, Florida.*

*Chateaux De Bardmoor, Inc., No. 3 as recorded in Condominium Plat Book 6 at Page 38 and further described in Official Records Book 3388 at Page 316 in Pinellas County, Florida.*

*Chateaux De Bardmoor, Inc., No. 7, A Condominium as recorded in Condominium Plat Book 8 at Page 56 and further described in Official Records Book 3603 at Page 519 in Pinellas County, Florida.*

*Chateaux De Bardmoor, Inc., No. 8, A Condominium as recorded in Condominium Plat Book 26 at Page 63 and further described in Official Records Book 4621 at Page 6 in Pinellas County, Florida.*

*Chateaux De Bardmoor, Inc., No. 9, A Condominium as recorded in Condominium Plat Book 28 at Page 93 and further described in Official Records Book 4689 at Page 1948 in Pinellas County, Florida.*

*Chateaux De Bardmoor, Inc., No. 10 as recorded in Condominium Plat Book 31 at Page 121 and further described in Official Records Book 4794 at Page 2065 in Pinellas County, Florida.*

f:\wp\chatbard\certamd.byl

OFFICIAL COPY

BY-LAWS  
OF

CHATEAUX DE BARDMOOR  
CONDOMINIUM OWNERS ASSOCIATION, INC.  
A Florida non-stock, non-profit membership corporation

ARTICLE I  
GENERAL

**Section 1. The Name:** The name of the corporation shall be CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC. and all subsequent references to the entity for operation, maintenance and repair of this condominium as well as other corporation entities merging into this corporation shall be CHATEAUX DE BARDMOOR CONDOMINIUM OWNERS ASSOCIATION, INC.

[As amended 12/29/90; As recorded 1/2/91.]

**Section 2. Principal Office:** The principal office of the corporation shall be at 8345 Bardmoor Boulevard, Largo, Pinellas County, State of Florida, ~~33540~~ 34647, or at such other place as may be subsequently designated by the Board of Directors.

**Section 3. Definition:** As used herein, the term "Corporation" shall be the equivalent of "association" as defined in the Declaration of Condominium of CHATEAUX DE BARDMOOR, INC., NO. 1, 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 CHATEAUX DE BARDMOOR, INC., NO. 1 these By-Laws are established pursuant to Section II of the Florida Condominium Act, Chapter 63-35, Florida Statutes, 1963, and are hereby annexed to and made a part of the Declaration of Condominium of CHATEAUX DE BARDMOOR, INC., NO. 1.

ARTICLE II  
DIRECTORS

NOTE: Substantial change in the wording of Section 1, Directors, as amended 12/29/91; as recorded 1/2/92.

**Section 1. The Board of Directors shall control and govern the affairs, policy, regulations and property of the Association. The Board of Directors shall consist of at least five (5) and no more than nine (9) voting members who are all to be elected annually by the voting members. Each condominium operated by the Association shall be entitled to have at least one (1) member of the Board of Directors. Seven members of the Board are to be elected by the Condominium which he or she represents. Other members of the Board shall be elected at large by the voting members. In a condominium where no member is willing to stand for election that position shall be filled by election at large. In the event the nine positions are not filled by elections, the vacant positions may be filled by appointment by a majority of the Board of Directors.**

**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 directors duly called for this purpose, shall may choose a successor or successors, who shall may 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 of the association. No director shall continue to serve on the board, if during his term of office his membership in the corporation shall be terminated for any reason whatsoever.

**Section 4. First Board of Directors:** Note: Section 4 deleted because of obsolescence.

**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 payment of same are due.
- B. To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
- D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of 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 desirable, a maintenance service contractor and/or an on site apartment-house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the 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 an on site apartment-house manager in connection with the matters hereinbefore set forth.
- H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

Section 6. Compensation: Directors or officers, as such, shall receive no salary for their services. They may be reimbursed for reasonable expenses incurred on behalf of the association.

Section 7. Meetings:

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

Item B. to be deleted in its entirety:

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

and replaced with the following:

B. The directors may determine the time and place of regular monthly meetings. Directors shall be sent notice of each such meeting. Notice of the meeting along with the Agenda for the meeting shall be posted on the bulletin board of the Association which is located outside of the Recreation Building. This Notice and Agenda shall be posted for no less than forty-eight (48) continuous hours. The directors may determine to meet more frequently than monthly or less frequently than monthly if the business of the Association so allows.

(1) A meeting of the directors may be held in extreme situations by having a quorum of directors present sign a Waiver of Notice of the Meetings. Emergency meetings shall only be declared in times of very threatening natural or man-made disasters. In such an emergency, all notice as well as the quorum may be waived. A committee of the board,

whether all board members, all unit owners or part board and part unit owners, shall observe all of the notice and agenda requirements as required for a Board of Directors meeting.

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 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 quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate-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.

E. Unit owners may participate in a Board of Directors meeting and they may tape record or video tape such meetings in compliance with Chapter 718 and the Florida Administrative Code. The following rules are set concerning such participation:

- (1) The agenda set for the meeting and duly posted for forty-eight continuous hours on the bulletin board outside of the Recreation Hall shall be followed by both board members and unit owners. No discussion shall be entertained that is not pertinent to an agenda item.
- (2) There shall be a time limit set on the amount of time allotted for each agenda item. The chairman shall set this limit and publish it as part of the agenda and notice of the meeting.
- (3) A time keeper shall be appointed prior to each meeting. This person will be introduced prior to the opening of the meeting.
- (4) A unit owner desiring to speak at a meeting must file a request with the association president at least twenty-four (24) hours in advance of the meeting. A maximum of three minutes is set for a unit owner speech.
- (5) Any unit owner desiring to tape record or video tape a meeting must have all equipment set up at least twenty minutes prior to the opening of the meeting. Equipment must remain set up during the entire meeting even though it may be shut off. No dismantling of equipment will be tolerated during a meeting. No moving about the meeting room to facilitate the recording is permitted. Equipment which produces distracting sound or light emissions will not be permitted. Written notice must be given to the President at least twenty-four (24) hours in advance of the intention to use audio or video equipment.
- (6) A brief discussion period will be held at the close of each meeting. This discussion period will give unit owners the opportunity to bring any items to the board's attention that may then become an agenda item for a subsequent meeting.

Section 8. Order of Business.

- A. Roll call.
- B. Reading of minutes of last meeting. Consideration of the minutes of the last meeting as mailed to all board members.
- ~~C. Consideration of communications.~~
- ~~D. Resignations and elections.~~
- ~~E. Reports of officers and employees.~~
- ~~F. Reports of committees.~~
- ~~G. Unfinished business.~~
- ~~H. Original resolutions and new business.~~

I. ~~Adjournment.~~

C. Business according to the agenda.

D. Adjournment.

The order of business shall be determined by the Chairman, distributed to all Board members in advance of the meeting and posted on the designated bulletin board at least forty-eight (48) continuous hours prior to the meeting.

NOTE: Substantial change in wording for Section 9, Annual Statement.

~~Section 9. Annual Statement: The board will present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and conditions of the corporation.~~

Section 9. Annual Statement: The board will present an annual statement as required by Florida Statute Chapter 718.112.

Section 10. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liability, including counsel fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approved such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in such addition to and not exclusive of all other rights to which such director or officer may be entitled.

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 the said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. If the Board so determines, there may be more than one Vice President.

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

Section 3. Election: The board of directors at its first meeting after each annual meeting of general members shall elect a President, a 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, and 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 The President and the Secretary shall execute bonds, mortgages and other contracts requiring a seal, under the seal by 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. In general, he shall be responsible for 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. The Secretary shall be responsible for keep the minutes of the member meetings and of the Board of Directors' meetings in one or more books provided for that purpose. He is responsible to shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. He shall be responsible for ~~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. He shall be responsible for keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member.

**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 be responsible to 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. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the office, and the restoration to the Corporation, in case of his death, resignation or removal from office, of all 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 of 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 no more than ~~sixty~~ (60) members one hundred and seventy-three (173) voting members of the Corporation. It is recognized that Chateaux De Bardmoor Condominium #6 owns an undivided 20/193 interest in the common areas and an undivided 173/193 interest in the recreation center but has chosen not to be a part of the corporation known as the Chateaux De Bardmoor Condominium Owners Association, Inc. In the event that Chateaux De Bardmoor Condominium #6 chooses to apply for admission into the Corporation known as the Chateaux De Bardmoor Condominium Owners Association, Inc., then that admission must be approved by no less than a majority vote of the members of the Board of Directors of Chateaux De Bardmoor Condominium Owners Association, Inc.



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. Transferor, in such instance, shall automatically no longer be a member of the Corporation. Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 3. Voting Members: That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, ~~signed under oath,~~ and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary. ~~The failure of members of a single condominium parcel to have said written statement on file shall result in depriving such owners of a single condominium parcel of a vote at a member's meeting.~~

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

There shall not be more than ~~sixty (60)~~ one hundred and seventy-three (173) voting members at any one time and each voting member may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns. ~~Failure by all owners of any single condominium parcel to file the aforementioned sworn statement with the Secretary prior to a members' meeting will result in depriving such owner of a single condominium parcel of a vote at such meeting.~~

NOTE: The number of voting members will be determined by the number of units in ~~your~~ the Association. A membership may be owned by more than one owner, provided that a membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person all of the owners of such membership shall be entitled collectively to only one (1) 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. 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 procedure 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.

NOTE: Significant revision of Section 2, Annual Meeting, as amended 12/5/89.

Section 2. Annual Meeting: The regular annual meeting shall be held on a date and at a time and place as shall be set by the Board of Directors in the month of December each year. At the annual meeting the members of each condominium shall elect the director to represent that condominium, elect directors at large, and approve the budget for that condominium for the coming year. The annual meeting will be noticed and held according to the procedure outlined in Florida Statute Chapter 718.112(28).

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, and such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the certificate 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 ten (10) members percent of the membership. Such request shall state purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members stating the time, place and object subject thereof shall be served upon or mailed to each member entitled to vote thereat, at such addresses as appear on the books of corporation, at least ~~five (5) days~~ fourteen (14) days before such meeting. The notice shall also contain the Agenda for the meeting. If the voting pertains to one of the items where a limited proxy may be used, this limited proxy shall be included with the notice of meeting.

C. Business transacted at all special meetings shall be confined to the object subjects 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 a written ballot or limited proxy. A written ballot must be used for the election of directors. A limited proxy, in a form provided by the association, may be used for those items as permitted in the Florida Statutes, Chapter 718. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

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 articles 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.

A. Election of Directors: The election of directors shall be by written ballot according to the procedure outlined in Florida Statute 718.112(28).

Section 7. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the certificate 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. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or is permitted by any provision of the statutes or the certificate articles of incorporation or these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting were held shall consent in writing to such action being taken. This provision shall not apply to the election of directors at the Annual meeting.

## ARTICLE VI NOTICE

Section 1. Definition: Whenever under the provision of the Statutes or of the Certificate 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 wrapper 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 the Certificate 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.

ARTICLE VII  
FINANCES

PINELLAS COUNTY FLA.  
OFF.REC.BK 8918 PG 1392

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

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

**Section 2. Checks:**

**A. Operating and Reserve Accounts:** All checks of the Association for operating expenses shall be signed by one of the authorized signees on the account. There shall be at least two authorized signees on each operating account. Only one signature shall be required for withdrawals by check. These authorized signatures may be the President or any other officer designated by the Board of Directors or the manager of the Association.

**Section 3. Financial Statements:** The members of the Board of Directors will receive a complete financial statement monthly for their individual condominium and for the master corporation. These statements shall show the income and expenses for that calendar month as well as a year-to-date total. Reserves shall be accounted for separately from the operating funds. All interest on reserves shall be credited to that reserve account. Any special assessments shall also be indicated in separate accounts. Within ninety (90) days of the close of the financial year, the members of the association shall receive a statement from the association prepared by the accountant engaged by the association to review the financial records and accounts. This shall either be a compiled, reviewed, or audited statement as required by Chapter 718 unless the members have voted during that calendar year not to require such a statement. At the minimum, the accountant shall view the financial records and issue a statement that they are in proper order.

**Section 4. Budget:** A budget shall be prepared for each condominium and for the Master Association which will reflect all of the accounts required by Chapter 718 and needed for the operation of the Association. This budget will contain reserves as specified in Chapter 718. The budgets will be presented to the Board of Directors for approval at an October Board meeting. This may be the regular meeting or a special meeting. Copies of the approved budgets will be mailed or delivered to each member of the Association no less than fourteen (14) days before the Annual meeting in December. The members will discuss the budget at the Annual Meeting of each condominium. The budget for the Master Association requires no further approval by the members unless ten percent of the members submit a petition for another meeting and submit another budget. The members of each individual condominium shall approve or disapprove the budget for that condominium at the Annual Meeting.

**Section 5. Bonding:** All persons who control or disburse funds of the association shall be covered by a fidelity bond in the principal sum of not less than \$50,000 for each such person. The association shall bear the cost of bonding unless provided otherwise by contract between the association and an independent management company.

**Section 6. Assessments:** All assessments for the common areas owned by an individual condominium shall be based on the percentages as set forth in that individual condominium's Declaration of Condominium.

All assessments for the Recreation Hall and Recreation area shall be on an equal basis on a one-one hundred and ninety-third (1/193) portion of the total per unit since this property is not part of the common areas of the condominiums.

Assessments shall be made against unit owners not less frequently than quarterly and in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred.

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  
ESCROW ACCOUNT FOR REAL PROPERTY TAXES

This is a substantial change to the By-Laws. It is proposed that ARTICLE IX be deleted in its entirety. It is not used in any way and would be a burden to the Association if implemented.

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.~~

Preamble:

~~WHEREAS, the Board of Directors of Chateaux De Bardmoor Condominiums #1, #2, #3, #7, #8, #9, and #10, have resolved to declare the age fifty-five (55) exemption under the Fair Housing Amendments Act of 1988; and~~

~~WHEREAS, the members of this Association have approved an amendment to the respective Declaration of Condominium;~~

NOW THEREFORE, the Board has determined that, in order to protect the investments of owners of units in the community, it is appropriate to adopt the following HOUSE RULES under ARTICLE X of the BYLAWS, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, which shall govern the use of condominium units located in the property and the conduct of all residents, whether owner, leasee or invitee, thereof.

- A. The condominium units shall be used only for residential purposes. The renting of rooms within a unit is prohibited.
- B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners or in such a way as to be injurious to the reputation of the property.
- C. The use of the condominium units shall be consistent with existing law, these restrictions and so long as such use does not constitute a nuisance.
- D. The condominium unit may not be used as a source for operating a business or for any commercial operation whatsoever.
- ~~E. All owners shall comply with the age restriction requirements contained in the Declaration of Condominium. Permanent occupancy for purposes of this age restriction is defined as more than thirty (30) days in any calendar year.~~
- E. Common elements shall not be obstructed, littered, defaced or misused in any manner.
- F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.
- G. Owners of golf carts shall not permit anyone children who does do not possess a motor vehicle driver's permit to operate golf carts on the streets.

ARTICLE XI  
DEFAULT

- A. In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its board of directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a Receiver if it so requires. The Corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its board of directors; or manager acting in behalf of the corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

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

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

- B. In the event of violation of the provisions of the enabling Declaration, corporation charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

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

ARTICLE XII  
REGISTERS

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

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

[As amended 10/26/82; As recorded 11/3/82]

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

PINELLAS COUNTY FLA.  
OFF.REC.BK 8918 PG 1395

ARTICLE XIII  
SURRENDER

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

ARTICLE XIV  
AMENDMENTS OF BY-LAWS

The By-Laws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members of a three-fourths vote of all members of the corporation association, 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

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

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

ARTICLE XVI  
VOLUNTARY BINDING ARBITRATION

The following addition which is required by statute is suggested:

Voluntary binding arbitration, as provided by Chapter 718 of the Florida Statutes and the Florida Administrative Code, shall be one means of settling internal disputes arising from the operation of the condominium.

ARTICLE XVII  
LIABILITY IN EXCESS OF INSURANCE COVERAGE

It is recommended that the following article be added:

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

ARTICLE XVIII  
BYLAWS DEEMED AMENDED TO COMPLY WITH CHAPTER 718

In all matters these By-Laws shall be deemed amended and shall incorporate by reference Chapter 718 of the Florida Statutes as amended from time to time.

UNOFFICIAL COPY

**GENERAL RULES**  
for  
**CHATEAUX DE BARDMOOR**  
**CONDOMINIUM OWNERS ASSOCIATION, INC. (COA)**

Approved March 12, 1991

Condominium living customarily demands that individual lifestyle preferences of owners or tenants can be pursued or conducted only as long as they do not conflict with the lifestyles of other occupants in the same association. A high degree of cooperation is required in order to ensure the safety, comfort and privacy of occupants. Accordingly, the Board of Directors has set the following rules to govern the use of the common elements. If any rule is in conflict with the Declaration of Condominium or By-Laws the latter will prevail as they relate to Condominiums #1, 2, 3, 7, 8, 9 and 10, collectively referred to as the Condos.

**A. MAINTENANCE:**

1. Other than nominal amounts pre-approved by the Board to be used at the discretion of each condominium representative on the Board, only the Board of COA may enter into contracts (and approve contracts) for the maintenance of common elements. Moreover, the maintenance contractors are hired to perform specific services, and will not respond to special requests by unit owners. Such requests must be directed to the Board in writing.
2. All repairs that may in any way alter the appearance of common elements, (as well as contract repairmen) must be approved beforehand by the Board.
3. All trees, shrubs, fences, roads, flowers, hedges, bushes and grass are considered common elements. Beyond contract maintenance, any unit owner wishing to alter in any material way the appearance of these common elements must submit a written request for Board approval, subject to all expenses being paid by the unit owner, except where such change is for the benefit of all owners in the Association. Any item conflicting with the above may be removed by order of the Board through normal procedure.
4. No exterior wall, roof, driveway, patio or limited common element may be altered, painted or otherwise changed without a written request to, and approval of, the Board.
5. All work to be paid for by the unit owner will be done weekdays (except holidays) between 8:00 a.m. and 5:00 p.m., except in emergency.
6. In the event of an emergency, unit owners may deal directly with the manager or director of their Association.
  - (a) Roof problem:
    1. Warranty work or needed repair (non-emergency), call your Board representative (see attached list) during convenient hours.
    2. Major leak or break at night or weekends, call your management company or your Board representative. You are reminded that roofs over limited common elements (unit additions) are the responsibility of the unit owner, not the Association.
  - (b) Interior plumbing: This is the responsibility of the unit owner. Work should be performed by licensed plumbers.



- B. **PETS:** Pets can be a great source of comfort, and often make good companions for the owner. However, the Board recognizes that our common elements are not conducive to keeping pets, especially dogs and cats. Pets are prohibited on the common elements, and our Association has no areas for dog "walking". Accordingly:

Feeding of pets, or stray animals, on the common elements is prohibited, since food attracts undesirable vermin. Please be reminded that you may not walk your dogs or allow cats or dogs to roam on common elements, including the recreation facility. The nearest public area for dog walking is the median on Bardmoor Boulevard, with the use of a "pooper scooper", as required by County ordinance.

- C. **ROADS AND PARKING:** All roads in our Association's area are private. These roads are an integral part of our common elements (our front yard), and guidelines for their use are designed to accommodate the safety, comfort and privacy of unit owners bordering those roads.

1. In order to minimize traffic, owners are asked to use the exit/entrance closest to their units when accessing Bardmoor Boulevard or returning to their units from the Boulevard.
2. There will be no overnight parking on any of the roads. Unit occupants should utilize unit garages, driveways or guest spaces for parking, day or night.
3. No recreational vehicles or commercial vehicles are permitted to park any time, day or night, on common elements, roads, driveways or in garages, except short-term parking by moving vans, maintenance or repairmen's vehicles. Recreational vehicles may use the recreation hall parking lot (east or west pads only) but not for more than one week, since the recreation hall parking area is for members and guests while using the facility, not for overnight or long-term parking for unit owners or renters, or house guests. No boats, trailers or inoperative vehicles may be parked at any time in garages, driveways, on roads or other common elements. Except as otherwise noted, parking on the common elements and in unit garages is limited to passenger cars, station wagons, golf carts and mini-vans.
4. There will be no skate-boarding or roller-skating, push scooters or tricycles permitted on the roads. Playing games on the roads is prohibited.
5. The speed limit of no more than 20 miles per hour will be posted and enforced.
6. Unit occupants who use the roads for walking or bicycling are asked to do so at hours and in ways that do not jeopardize others' rights to quiet occupancy, safety and privacy. In other words, apply the "Golden Rule" in the use of common elements.
7. Each unit owner has a responsibility to remind those who are not members of our umbrella Association that they have no special rights regarding the use of our roads or other common elements, particularly since we pay for repairs and replacement, and they do not.

D. **BUILDINGS (Individual Units) AND MISCELLANEOUS:**

1. Any sale, lease or transfer of ownership of a unit requires Board approval, and as further provided for in the Declaration of Condominium.
2. A unit may be used only as a personal residence, not for commercial purposes. Noise creating machinery in the pursuit of a hobby should be limited to week days from 9:00 a.m. to 5:00 p.m., Monday through Friday.

3. The purchase of a unit by a corporation will not be permitted, except as allowed in the Declaration.
4. Owners will allow the Board or agents and employees of the Association, at reasonable times, to enter any unit for purposes of inspection, maintenance, repair or replacement of improvements within the unit or in case of emergency, or to determine compliance with rules of use set by the Board.
5. Unit owners may be required to provide the Board with a key to the unit for use in emergencies or for purposes cited in #4 above.
6. Unit owners will display no sign, banner, emblems, advertisement or notice of any type on the common elements, or in the unit that is visible from outside the unit, including For Sale, Lease or similar signs, except as approved by the Board. Open house signs may be displayed for four hours. The Board reserves the right to establish guidelines for, and to approve, the size and placement of nameplates.
7. One portable, removable American Flag may be displayed in a respectful way on a flag pole which may be affixed to the garage support column five feet from the ground, using a standard flag mounting angle fixture. Owners with existing non-conforming poles may keep them as is. The flag will measure not more than 3 ft. x 5 ft.
8. No clothing or laundry may be displayed on the common elements.
9. No exterior antennas or aerials may be erected without Board approval.
- ~~10. No gas appliances may be used inside or outside the units, except as provided in the Declaration of Condominiums.~~
- ~~11. The COA condominiums have elected "over 55" status; thus, at least one occupant of each unit must be 55 years of age or over. No person under the age of 18 years may permanently reside in a unit. "Permanently" is defined as more than 30 days in any 12-month period.~~
10. All garbage must be placed in tied plastic containers (bags) or other acceptable sealed containers and put out only on scheduled pick-up days. Recycling materials will be handled as directed from time to time.
11. Owners and tenants will be responsible for any damage to the common elements caused by them, their guests or invitees.
12. No owner will mortgage a unit without Board permission, except to a bank, federal savings and loan, life insurance company, credit union, or other mortgagee designated in the Declaration.
13. No owner or tenant will permit anything to be done or kept in a unit which may adversely affect insurance rates for the unit or common elements, or which will obstruct or interfere with the rights of others, or to create unreasonable noise, commit or allow any nuisance, immoral or illegal act in a unit or on the common elements. Each unit shall also be maintained in a clean and sanitary manner.
14. No repairs may be made within a unit that in any way would affect the common elements unless repairs and repairmen are approved by the Board. Electrical and plumbing work in the units will be done by licensed plumbers and electricians.
15. No garage sales are permitted.
16. There shall be no solicitation in, or on, the roads of the common areas at any time.
17. Written Rules and Regulations may be revised from time to time by the Board of Directors and notification to the membership. These rules will be provided after their adoption by the Board of Directors, to the membership.

It is believed that these rules governing common elements, individual units, roads and recreation areas are consistent with law, the Declarations of Condominium and the By-Laws (documents). Any conflicts in interpretation will be decided in a manner consistent with the documents. It is further understood that rules may change or rules may be added, or deleted from time to time by the Board. Owner input is encouraged. But, most important is the need to comply with the rules in order to enhance our property values and to improve the quality of life for our residents. Rules governing the use of the pool, clubhouse and facilities within the clubhouses, as posted on the premises and any future rules as may be amended, are to be followed.

NON OFFICIAL COPY