

Prepared by and return to:  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OF CHATEAUX DE BARDMOOR INC., NO. 9, A  
CONDOMINIUM**

I hereby certify that at a duly called meeting of the members of Chateaux De Bardmoor Condominium Owners Association, Inc., held on December 10, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendments, attached hereto as EXHIBIT A, to the Declaration of Condominium of Chateaux De Bardmoor Inc., No. 9, a Condominium, originally recorded in Official Records Book 4689, Pages 1948 et seq., within the Public Records of Pinellas County, Florida, were duly adopted by the membership.

IN WITNESS WHEREOF, the Chateaux De Bardmoor Condominium Owners Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 9 day of June, 2016.

[Signature]  
(Signature of Witness #1)  
Philip Beaumont  
(Printed Name of Witness #1)  
[Signature]  
(Signature of Witness #2)  
Kathleen Smith  
(Printed Name of Witness #2)

Chateaux De Bardmoor  
Condominium Owners Association, Inc.  
By: [Signature]  
(Signature)  
EDWARD J. JAROTZ  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 9th day of June, 2016, by Edward Jarotz as Director of Chateaux De Bardmoor Condominium Owners Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

 LINDA L LOUD  
COMMISSION # FF68031  
EXPIRES December 23, 2017  
BONDED THROUGH  
RU INSURANCE COMPANY

[Signature]  
Notary Public/State of Florida  
My commission expires:

EXHIBIT A

ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF CHATEAUX DE BARDMOOR INC., NO. 9, A CONDOMINIUM

The following are adopted amendments to the Declaration of Condominium of Chateaux De Bardmoor Inc., No. 9, a Condominium, originally recorded in Official Records Book 4689, Pages 1948 et seq., within the Public Records of Pinellas County, Florida, as subsequently amended:

[NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and \*\*\* indicates omitted text.]

ITEM 1. Section 15 of the Declaration of Condominium of Chateaux De Bardmoor Inc., No. 9, a Condominium is hereby amended to read as follows:

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcels, ~~as it may apply hereafter, with the exception of those responsibilities for management as provided for by the Association with Bardmoor Village Maintenance Co., Inc., in accordance with the Maintenance Agreement attached hereto as Exhibit D,~~ shall be as follows:

(a) BY THE ASSOCIATION: The Association shall maintain, repair, and replace as the Association's own expense:

(1) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load bearing columns.

(2) All portions of the roadways and common element parking areas located throughout the condominium property.

~~(3)~~ (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls and all such facilities contained within an apartment which service part or parts of the condominium other than the unit within which it is contained.

~~(4)~~ (3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

[THE REMAINDER OF THIS SECTION SHALL BE UNAFFECTED BY THIS ITEM VOTE]

ITEM 2. Section 15 (b) (1) of the Declaration of Condominium of Chateaux De Bardmoor Inc., No. 9, a Condominium is amended to read as follows:

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(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain in good condition, repair and replace at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, and such Such shall be done without disturbing the rights of other unit owners, which shall include, but not be limited to the following: The owner's responsibilities include, without limitation, maintenance, repair, and replacement of:

A. Windows, window frame assemblies, window glass and window screens.

B. Doors, door frame assemblies, screen doors, and hardware.

C. (aa) Repair of water leaks within the unit; and

D. (bb) Repair any Any and all heating defects within the unit. In the event that such repairs are not made within fifteen (15) days after notice by the Association or the maintenance company, the Association or the maintenance company shall have the right to enter said unit and make such repairs and assess the unit owner accordingly.

[THE REMAINDER OF THIS SECTION SHALL BE UNAFFECTED BY THIS ITEM VOTE]

ITEM 3. Section 15(b)(1)E of the Declaration of Condominium of Chateaux De Bardmoor Inc., No. 9, a Condominium is hereby added to read as follows:

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(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain in good condition, repair and replace at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, and such Such shall be done without disturbing the rights of other unit owners, which shall include, but not be limited to the following: The owner's responsibilities include, without limitation, maintenance, repair, and replacement of:

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E. Driveways and walkways that serve the individual unit.

[THE REMAINDER OF THIS SECTION SHALL BE UNAFFECTED BY THIS ITEM VOTE]

ITEM 4. Section 18 of the Declaration of Condominium of Chateaux De Bardmoor Inc., No. 9, a Condominium is amended to read as follows:

18. 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 other than Developer shall be subject to the following provisions:

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(b) RENTAL OR LEASE: A condominium may be leased.

(1) All leases and occupancy of a unit shall be subject to prior approval of the Association. The Association shall have the right to require that a substantially uniform form of lease be used.

(2) No condominium parcel may be occupied by any person other than a "bona fide owner" during the first twelve (12) months of ownership following the transfer of a unit. No unit may be leased during the first twelve (12) months of ownership following the transfer of said unit. For the purpose of this restriction, a "bona-fide owner" is defined as an individual that owns at least two-thirds (2/3) of the total interest in the unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. If an owner violates this restriction, any period of time during which the unit is leased in violation of this restriction will be added to the one-year time period which starts when title to the unit is acquired. If a unit is currently leased at the time of any sale or transfer which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the unit is leased following the acquisition of title by the new owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

(3) In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the member from any obligations under this Declaration.

(4) No lease shall be for a period of less than six (6) months.

[THE REMAINDER OF THIS SECTION SHALL BE UNAFFECTED]

END OF ADOPTED AMENDMENTS