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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
 OF OUTLOOK VILLAGE CONDOMINIUM

Outlook Village Development Corporation, a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer" hereby makes the following First Amendment to the Declaration of Condominium, recorded in O.R. Book 5719, Page 1685, of the Public Records of Pinellas County, Florida.

The first paragraph of Article III, entitled "Common Elements," should be changed to read as follows:

" The portions of the Condominium Property outside the boundaries of the units are the common elements, and they are owned by the owners of each of the units in equal undivided shares as appurtenances to the units owned. To calculate the amount of the undivided share of the common elements appurtenant to each unit, divide one hundred percent (100%) by the number of units in the Condominium. Therefore, the undivided share of the common elements assigned to each unit is one/sixty-sixth (1/66th)."

Article V, entitled "Rules Governing the Use of the Condominium Property," is changed so that Rule 4 under that Section reads as follows:

4. Leasing. Units may not be leased (which includes any occupancy in the absence of the unit owner) without the approval of the Association unless the lease is in writing and is for a period of not less than 6 months. Any proposed rental for less than 6 months shall be submitted to the Board of Directors of the Association, or its agent, and the Board of Directors shall adopt reasonable rules regarding the review and

This Instrument Prepared By
 (and Return To:)
 DENNIS G. RUPPEL, ESQ.
 Post Office Box 1368
 Clearwater, Florida 33517

Condominium Plats pertaining hereto are filed in Condominium Plat Book 77 P. 27-29.

11 CHG 550
 18 PA
 40 Rec 13.00
 49 Pos
 Total 13.00
 SD.

Kadline
 CLEARWATER
 APR 7 5 04 PM '94

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
1st day of August, 1984 by Roger B. Broderick, as
President of Outlook Village Development Corporation, on behalf
of said corporation.


Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 24 1988
BONDED THRU GENERAL INS. UNDERWRITERS



RE25B.1-07194

approval or disapproval of proposed short term leases. The Board of Directors of the Association may adopt reasonable rules regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by the units owners. If a lessee violates any of these rules or any other rule of the Association, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit."

Article XIV, entitled "Reservation of Rights by Developer," should be changed so that Right number 6 reads as follows:

" 6. The right, which is hereby exercised, to be excused from assessments by the Association for the period beginning with the recording of this Declaration and ending on October 1, 1984.

During this period, the Developer guarantees that each unit owner's monthly assessment shall not exceed the amounts shown in the Estimated Operating Budget attached to the Developer's Prospectus for this Condominium. As a result, Developer will pay the portion of common expenses incurred during that period which exceeds the amount assessed against other unit owners."

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 1st day of August, 1984.

Witnesses:

[Signature]
Kristine Mitchell

OUTLOOK VILLAGE DEVELOPMENT CORPORATION

By: [Signature]
Rogey B. Broderick
President

CLEMA
Jan 11 4 26 PM '84

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Hell Johnson
This Instrument Prepared By
(and ~~By~~)
DENNIS G. JENSEN, ESQ.
Post Office Box 1368
Clearwater, Florida 33517

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DECLARATION OF CONDOMINIUM
OF
OUTLOOK VILLAGE CONDOMINIUM

L.L. 5779 PAGE 1685

Article I

CREATION OF CONDOMINIUM

Outlook Village Development Corporation ("Developer") hereby submits the property ("Condominium Property") described in Exhibit A to the condominium form of ownership. The name of the Condominium is OUTLOOK VILLAGE CONDOMINIUM. The Condominium has 66 units. Construction of the Condominium is substantially completed at this time as evidenced by the certificate of surveyor attached as required by the Condominium Act. The plat of the Condominium has been recorded in Condominium Plat Book 77, commencing on page 27, of the Public Records of Pinellas County, Florida. The identification, location and dimensions of the units are shown in Exhibits B1 - B3. The boundaries of the units are as follows:

Upper and Lower Boundaries. The upper boundary of each unit shall be the plane of the undecorated finished surface of the ceiling, extended to an intersection with the perimetrical boundaries of the unit. The lower boundary shall be the plane of the undecorated finished surface of the floor, extended to an intersection with the perimetrical boundaries of the unit.

Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the intersecting vertical planes of the inner undecorated finished surfaces of the perimeter walls of the unit.

Apertures. Where there are apertures in any boundary, including, but not limited to, windows, screens, doors and skylights, such boundaries shall be extended to the interior, unfinished surfaces of such apertures, including all framework thereof. Exterior surfaces made of glass, screening or other transparent material shall be included within the boundaries of the unit.

Heating and Air Conditioning Equipment. Heating and air conditioning equipment, including, but not limited to, compress- ORIGINAL CONDOMINIUM PLATS PERTAINING TO THE DECLARATION OF CONDOMINIUM ARE FILED IN CONDOMINIUM PLAT BOOK 77, PAGES 27 THROUGH 29, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

sors, pumps, ducts and vents, serving only one unit, shall be deemed to be included within the unit, whether or not physically located within the boundaries of the unit.

Porches, Balconies or Decks. Porches, balconies, or decks shown on Exhibits B1 - B3 shall not be included within the boundaries of the units, but shall be limited common elements reserved exclusively for the use of the owners of the unit to which they are appurtenant, and shall be maintained by and at the expense of the Association.

Article II

ASSOCIATION

The Condominium is operated and managed by Outlook Village Condominium Association, Inc. ("Association"). The owners of the units in the Condominium are the members of the Association, and for each unit owned by a member, he or she shall be entitled to one vote. If a unit is owned by more than one person, the owners must select one of them to be the voting member, and notify the Association about the selection. Members may vote by proxy. The Articles of Incorporation of the Association are attached hereto as Exhibit C, and the Bylaws of the Association are attached hereto as Exhibit D.

Article III

COMMON ELEMENTS

The portions of the Condominium Property outside the boundaries of the units are the common elements, and they are owned by the owners of each of the units in equal undivided shares as appurtenances to the units owned. To calculate the amount of the undivided share of the common elements appurtenant to each unit, divide one hundred (100%) percent by the number of units in the Condominium. Therefore, the undivided share of the common elements assigned to each unit is one-sixty-sixth (1/66th) or 1.51515%. Because the number of units is such that the common elements cannot be equally divided among them, the percentages shall be computed to the nearest 1/100,000 of 1%, and the amount of the odd share shall be added to the last unit conveyed by the Developer to a unit Purchaser.

2
One parking space shall be assigned to each unit by the Association for the exclusive use of the owners of the unit. Once this assignment is made, it shall be irrevocable without the consent of the owner of the unit, and the parking space shall become a limited common element appurtenant to that unit. The Association shall maintain all of the parking spaces, at its expense.

Article IV

ASSESSMENTS

The Association has the power to assess the members to pay the common expenses, which include the cost of operating the Association and maintaining the Condominium Property. These assessments for common expenses, and the common surplus, if any, shall be divided among the unit owners in the same percentages as unit owners own the common elements.

Unit owners are personally liable for the assessments charged against their units by the Association during their ownership. Any assessment not paid within 15 days from the date when it is due shall be treated as past due, and a late charge of \$5.00 to cover administrative costs caused by the delinquency shall automatically be added to the amount of each past due assessment, and past due assessments shall bear interest from the due date at the rate of eighteen (18%) percent per year. If the Association employs an attorney to assist it in collecting past due assessments, or late charges, or interest, the delinquent unit owner shall also be liable for all reasonable attorney's fees incurred by the Association for that purpose, whether or not legal action becomes necessary.

To secure the collection of past due assessments, including late charges, interest, and the reasonable attorney's fee incurred by the Association in collecting these items, the Association may file and record, in the Public Records of Pinellas County, Florida, a lien against the unit for which these items are owed. The lien shall be effective from the date of recording, shall be subordinate to mortgages recorded before or

on such date, and may be foreclosed in the manner authorized by law.

Article V

RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY

The use of the Condominium Property may be governed by reasonable rules, and the rules may be enforced in any manner provided by law. If an action is filed by the Association to seek enforcement of a rule, the prevailing party shall be entitled to recover from the other party the reasonable attorney's fees incurred by it or him as a result of that legal action. Attorneys' fees recoverable by the Association directly from a unit owner, as well as, from guests or lessees of a unit owner shall also be recoverable from that unit owner by special assessment by the Association.

The following rules govern the use of the units:

1. Residential Use. Each unit may only be used as a residence by a maximum number of 4 persons. The units may not be used for any commercial purpose. *family*

3 2. Residents. No unit may be occupied as a residence by more than two (2) persons under the age of 18 years. Additional persons under that age may temporarily reside in a unit as a guest of the owner, but not for a period exceeding four (4) consecutive weeks, nor for more than sixty (60) days per year.

3. Pets. No pets shall be permitted in any of the apartments or on the common elements, without prior written approval from the Board of Directors of the Association. Except that one (1) dog per unit if 40 pounds or less, one (1) cat per unit, or two (2) birds per unit shall be permitted without the consent of the Board of Directors of the Association. The Association may impose reasonable rules and designate appropriate areas for pet walking.

4. Leasing. Units may not be leased (which includes any occupancy in the absence of the unit owner) without the approval of the Association unless the lease is in writing and is for a period of not less than 12 months. Any proposed rental for less

than 12 months shall be submitted to the board of directors of the Association, or its agent, and the board of directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed short term leases. The board of directors of the Association may adopt reasonable rules regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by the unit owners. If a lessee violates any of these rules or any other rule of the Association, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit.

→ 5. Nuisances. No unit shall be used in any manner that unreasonably interferes with the use and enjoyment of other units. For instance, unit owners must control the noises made in their units so that they cannot be heard in another unit.

6. Adoption and Amendment of Rules. The rules that govern the use of the units may only be amended by the approval of a majority of the voting members of the Association.

The use of the common elements and any recreation facilities or common areas owned or leased by the Association shall be governed by rules adopted by the board of directors of the Association. At least annually, a list of current rules shall be distributed to every member of the Association.

Article VI

ALTERATIONS TO THE CONDOMINIUM PROPERTY

→ Unit owners may not alter the common elements. The Association may alter the common elements, but substantial additions or alterations (not including repairs or replacements) to the common elements may only be made after obtaining approval of a majority of the voting members of the Association.

Unit owners may make reasonable alterations to their units; however, unit owners may not make any alterations to their units that alter the exterior appearance of the unit, or affect any portion of the unit that contributes to the support of the building, or affect any utility conduits that serve another unit

in the Condominium, without the consent of the board of directors of the Association. No exterior antennas, for sale or for rent signs or other exterior obstacles shall be allowed.

The board of directors may adopt rules from time to time requiring uniform draperies visible from the exterior of units, prohibiting solar film, and/or otherwise governing the exterior appearance of units. All such rules shall be applied prospectively.

Article VII

MAINTENANCE OF THE CONDOMINIUM PROPERTY

Unit owners shall maintain, at their expense, their units, the windows, screens, and doors that serve only their units, and the plumbing, electrical, heating, or air conditioning equipment, lines, wires, and ducts that serve only their units, and shall keep them in good repair and appearance. If a unit owner fails to do so, the Association may make the repairs to the unit that it believes are necessary to preserve the good condition and appearance of the Condominium, and the cost of those repairs shall be added to the assessments charged against that unit by the Association.

The Association shall maintain, at its expense, all of the common elements (other than the windows, screens, and doors that serve only one unit and those portions of the plumbing, electrical, heating, and air conditioning systems that serve only one unit) and shall also maintain within a unit, at its expense, the portions that contribute to the support of the building and the utility conduits that serve more than the unit in which they are located.

Article VIII

INSURANCE

The Association, through its board of directors, shall purchase fire and casualty insurance for the buildings and improvements of the Condominium and all fixtures and personal property owned in common by the unit owners and the Association against all insurable risks to the maximum insurable replacement

value as determined annually by the insurance carrier, or by the directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the Condominium Property is in a designated flood area as identified by the U.S. Department of Housing and Urban Development (HUD) pursuant to the Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said act, or in an amount equal to the value of the buildings if the value of the buildings is less than the maximum permitted by such act, or in the alternative, such lesser sum as may be approved by the board of directors of the Association and consented to by institutional mortgagees holding a majority of the institutional first mortgages of record encumbering the units of the Condominium.

The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original construction on file with the building department of the governmental agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

If the common elements are damaged or destroyed in excess of fifty (50%) percent of their then value, they shall not be rebuilt if seventy-five (75%) percent of all unit owners elect not to rebuild, in which event the Condominium shall be

terminated and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its board of directors, shall purchase and keep in effect officers' and directors' liability insurance and policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies, insuring the Association and its members against claims and demands made by any person or persons for injuries received in connection with the use, operation or maintenance of the Condominium Property and any property owned or leased by the Association to the extent of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, covering bodily injury, property damage, and personal injury.

Article IX

EASEMENTS

Each unit has, and is subject to, reciprocal easements of support and utilities, the location of which shall be determined by the Association, provided that they do not unreasonably interfere with the use of a unit, reciprocal easements for encroachments by the unit caused by settlement and minor building inaccuracies, and an access easement in favor of the Association for inspection, repairs, and maintenance of the Condominium Property. All unit owners have non-exclusive easements for ingress and egress over the streets, walks, and other rights of way serving the units of the Condominium to provide reasonable access to the public ways. Easements are hereby reserved over all of the common elements in favor of the providers of utilities serving the Condominium, provided that the location of all facilities for such utilities shall be approved by the Association.

Article X

RESTRICTIONS ON TRANSFERS OR SALES OF UNITS

In the event a unit owner, other than the Developer, receives an offer to purchase that the unit owner has determined

to accept, the unit owner must first present a true copy of such offer to purchase to the Board of Directors of the Association or its agent, together with such information about the proposed buyer as the Association may reasonably request. From the date of receipt of the same, the Association shall have a fifteen (15) day right of first refusal to purchase the unit on the same terms and conditions contained in the offer to purchase. If the Association determines to purchase, it shall notify the unit owner in writing within said fifteen (15) days and thereafter shall purchase such unit in accordance with the offer to purchase which was submitted. If the Association determines not to exercise its Right of First Refusal, it shall promptly notify the unit owner. If the unit owner does not receive notice from the Association within said fifteen (15) days, it shall be conclusively presumed that the Association determined, not to purchase the unit, and the unit owner may sell the unit in accordance with the offer to purchase.

Units may not be transferred or sold, unless or until the transferee or buyer has met with the board of directors or its agent, has read the rules and regulations of the Association, and has signed a written statement by which he agrees to obey those rules.

Article XI

AMENDMENT OR TERMINATION

This Declaration may be amended by the approval of a majority of the voting members of this Association. The Condominium may be terminated by the approval of seventy-five (75%) percent of the voting members of the Association. No amendment that affects the rights reserved by the Developer in this Declaration shall be effective without the Developer's written consent.

Article XII

RIGHTS OF INSTITUTIONAL MORTGAGEES

Notwithstanding any other provision of this Declaration, all institutional mortgagees, including banks, savings and loan associations, licensed mortgage companies, housing bond trustees,

and insurance companies or their affiliates holding first mortgages of record upon any of the units in the Condominium, shall have the following rights:

1. Amendments. No amendment to the Declaration that materially affects the rights of these mortgagees shall be effective without the approval of the affected mortgagees.

2. Assessments. If these mortgagees take title of a unit in the Condominium by foreclosure or deed in lieu of foreclosure, they shall not be liable for assessments against the unit that accrue before title is so obtained, except as the assessments may be reallocated to all units as a common expense.

3. Approval of Transfers. The restrictions set forth in Article X shall not apply to these mortgagees.

4. Insurance. Casualty insurance benefits paid for damage to the Condominium Property shall be paid jointly to the insured and these mortgagees, if the damaged property was the subject of their mortgages.

Article XIII

THE CONDOMINIUM ACT

Chapter 718, Florida Statutes, (the "Condominium Act"), as amended through the date of the recording of this Declaration, is incorporated into this Declaration by reference, and all provisions of the Condominium Act shall apply to this Condominium. All words used in this Declaration have the meanings and definitions set forth in the Condominium Act, unless otherwise provided herein.

Article XIV

RESERVATION OF RIGHTS BY DEVELOPER

Developer, for itself, its successors and assigns, hereby reserves the following rights:

1. To control the Association for the maximum period of time allowed by §718.301, Florida Statutes (as amended to the date of this Declaration), subject to the terms of Article XV, Section 4.

2. To use the units and/or trailers or other temporary structures for sales, or construction offices, or models, to bring, invite or arrange for trucks and other commercial vehicles to enter and remain upon the property for construction purposes and to display signs on the common elements of the Condominium Property for sales promotion.

3. To sell or lease the units without compliance with the restrictions on transfers that are set forth in this Declaration.

4. To create easements over the Condominium Property for drainage, utilities, and access; provided that those easements may not unreasonably interfere with the enjoyment of the Condominium Property.

5. The right to change the interiors of and the boundaries between unsold units.

6. The right, which is hereby exercised, to be excused from assessments by the Association for the period beginning with the recording of this Declaration and ending at the earliest to occur of the following events:

(a) Control of the Association is turned over to the unit owners other than the Developer; or

(b) Thirty (30) days after written notice of Developer's election to terminate this guarantee is received by the Association and all unit owners; provided, however, under any circumstances, this period shall be at least all of calendar year 1984.

During this period, the Developer guarantees that each unit owner's monthly assessment shall not exceed the amounts shown in the Estimated Operating Budget attached to the Developer's Prospectus for this Condominium. As a result, the Developer will pay the portion of common expenses incurred during that period that exceeds the amount assessed against other unit owners.

Article XV

SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS
OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

1. The Association shall allow all unit owners, their lenders, insurers, and guarantors of first mortgages to inspect,

during normal business hours, all of the records of the Association.

2. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a unit in the Condominium.

3. The Association may cancel, without penalty or cause, any contract or lease made by it before unit owners other than the Developer assume control of the Association, upon ninety (90) days' written notice to the other party.

4. Developer shall surrender control of the Association at the earlier of the time required by §718.301, Florida Statutes, or four (4) months after seventy-five percent (75%) of the units in the Condominium, have been conveyed by the Developer, or three (3) years after the conveyance of the first unit in the Condominium.

5. The Association shall maintain an adequate reserve fund for the maintenance and repair of the common elements, which shall be funded from regular monthly assessments for common expenses.

6. Upon written request, the Association shall furnish the following notices to the holder, insurer, or guarantor of any mortgage on any unit in the Condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable unit.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable unit.

(c) Notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

7. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

8. As used herein, the terms "institutional mortgagee" or "lender" shall be deemed to include the Federal National Mortgage Association and Alliance Mortgage Company, as applicable.

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 7th day of June, 1984.

Witnesses:

OUTLOOK VILLAGE DEVELOPMENT CORPORATION

Harnet Mashkes
Frank Rain

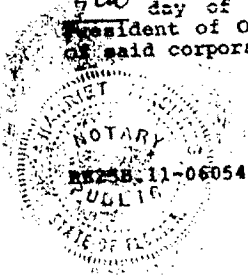
By Roger B. Broderick
Roger B. Broderick,
President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 7th day of June, 1984 by Roger B. Broderick, as President of Outlook Village Development Corporation, on behalf of said corporation.

Harnet Mashkes
Notary Public

My Commission Expires:



Notary Public, State of Florida
My Commission Expires Feb. 7, 1986
Dorland Blue Gray Ink - Houston, Tex.

JOINDER OF MORTGAGEE

IN

DECLARATION OF CONDOMINIUM

OF

OUTLOOK VILLAGE CONDOMINIUM

The undersigned owner and holder of a promissory note secured by a Mortgage recorded in O.R. Book 5633, at Page 73, of the Public Records of Pinellas County, Florida, encumbering real property described in the foregoing Declaration of Condominium for OUTLOOK VILLAGE CONDOMINIUM, hereby joins in the making of the Declaration and agrees that the lien of said mortgage shall be subordinated to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said mortgage.

Dated this 7th day of JUNE, 19 84.

WITNESSES:

FIRST SOUTHERN FEDERAL SAVINGS
AND LOAN ASSOCIATION OF MOBILE

[Signature]
[Signature]

By: [Signature]
As: SENIOR VICE PRESIDENT

(SEAL)

STATE OF ALABAMA)
COUNTY OF MOBILE)

The foregoing instrument was acknowledged before me this 7th day of JUNE, 19 84, by LLOYD B. PATRICK, JR. as SENIOR VICE PRESIDENT FIRST SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION OF MOBILE, on behalf of said association.

[Signature]
Notary public

My commission expires: 4/2/88



EXHIBIT "A"

LEGAL DESCRIPTION

Farm 25, PINELLAS FARMS, in the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 30 South, Range 16 East, as recorded in Plat Book 7, Pages 4 and 5, Hillsborough County Records, of which Pinellas County was formerly a part, LESS the West 18 feet and ALSO LESS the South 35 feet and ALSO LESS North 30 feet for right-of-ways.

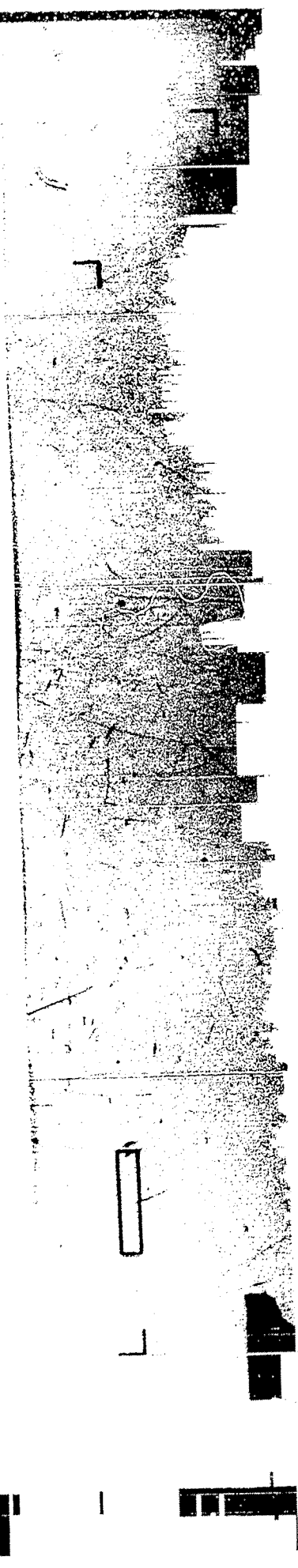
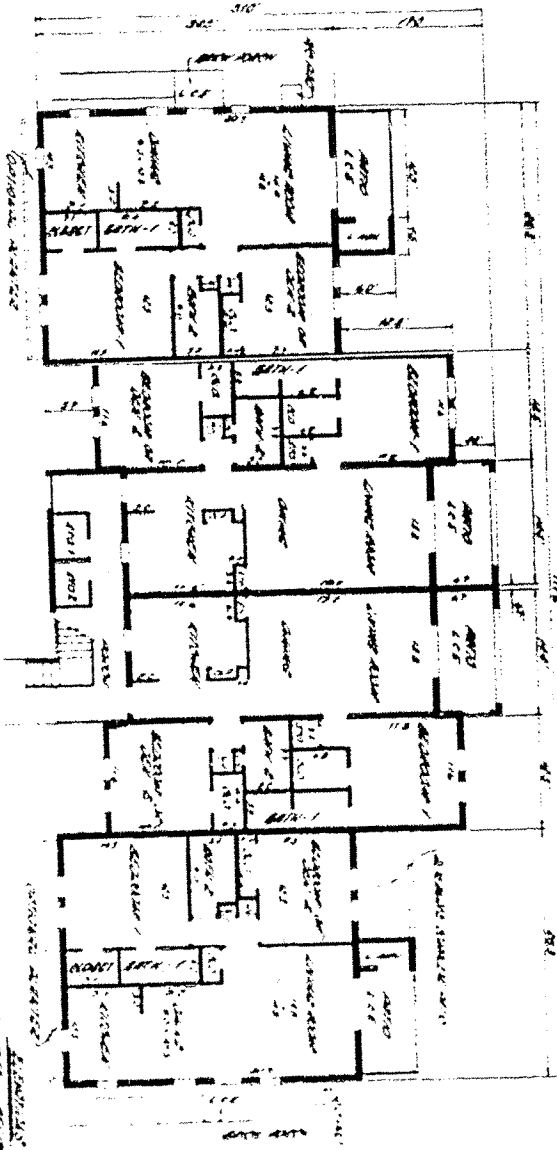


EXHIBIT B-2

OUTLOOK VILLAGE, A CONDOMINIUM
 BEING A PORTION OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA



UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.
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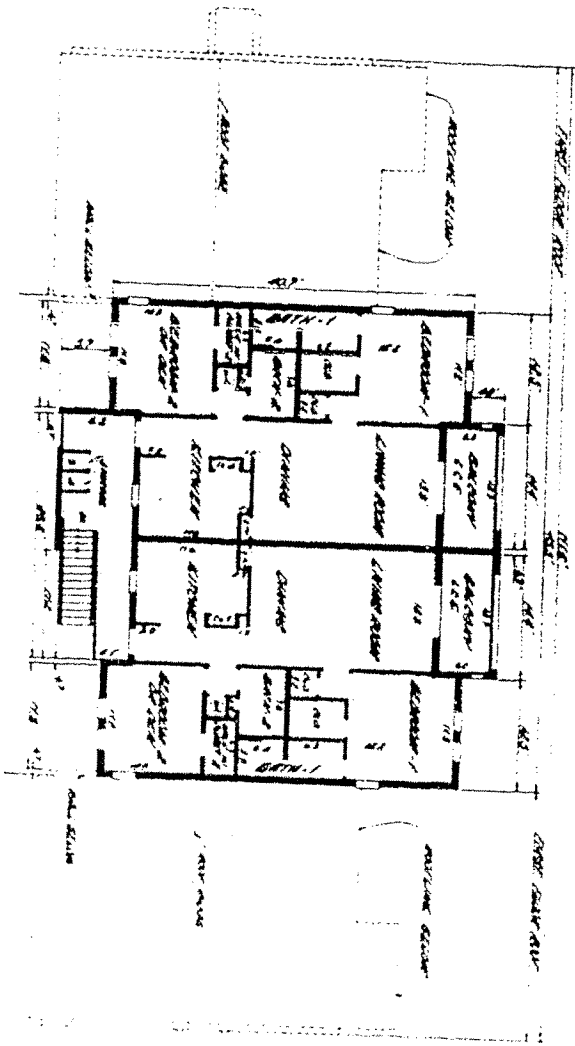
THIS DOCUMENT OR A PORTION OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE ILLEGIBLE.

D. Beth Brant and Associates, Inc.
 CONSULTING ENGINEERS, LAND MEASUREMENT, LAND SURVEYING
 1100 N. W. 11th Street, Suite 100, Ft. Lauderdale, Florida 33304

GENERAL NOTES:
 1. All unit dimensions are shown and are subject to slight variations due to normal construction practices.
 2. Landmark Community Property, Inc. The Proprietor, however, are not bound by the dimensions of the units which they are represented.

EXHIBIT B-3

OUTLOOK VILLAGE, A CONDOMINIUM
 BEING A PORTION OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA



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THIS DOCUMENT OR A PORTION OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE ILLEGIBLE.

G. Fred Burt and Associates, Inc.
 11000 ...
 11000 ...

GENERAL NOTES
 1. All unit dimensions are based on ...
 2. Limited Common Elements, for the purposes herein, are indicated on the ...
 3. See the recording map of this project which may be viewed online.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of OUTLOOK VILLAGE CONDOMINIUM ASSOCIATION INC., a corporation organized under the Laws of the State of Florida, filed on October 24, 1983, as shown by the records of this office.

The charter number of this corporation is 770891.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 25th day of October, 1983.



CER-101

Handwritten signature of George Firestone.

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
OUTLOOK VILLAGE CONDOMINIUM
ASSOCIATION, INC.

The undersigned hereby form a corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE I

Name

The name of the corporation shall be OUTLOOK VILLAGE CONDOMINIUM ASSOCIATION INC., a Florida corporation not for profit. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide the entity required by the Florida Condominium Act (the "Condominium Act") for the operation of OUTLOOK VILLAGE CONDOMINIUM, hereinafter referred to as the "Condominium."

ARTICLE III

Powers

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

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

SECTION 2. The Association shall also have all of the powers and duties set forth in the Condominium Act, and those set forth in these Articles and the Declaration of Condominium for OUTLOOK VILLAGE CONDOMINIUM, hereinafter referred to as the "Declaration," and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration, as such may be amended from time to time, including, but not limited to, the following:

- a. To make and collect assessments against members to

defray the costs, expenses and losses of the Condominium.

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

c. To maintain, repair and replace the Condominium Property. This also includes the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements, or at any time for making emergency repairs necessary to prevent damage to the common elements or to another unit.

d. To purchase insurance upon the Condominium Property and property owned by the Association and insurance for the protection of the Association and its members.

e. To reconstruct improvements after casualty and to further improve the Condominium Property.

f. To make and amend reasonable regulations respecting the use of the Condominium Property.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the bylaws of the Association, hereinafter referred to as the "Bylaws," and the regulations adopted by the Association or the board of directors of the Association for the use of the Condominium Property.

h. To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. Provided, however, that the Association and its officers shall retain at all times the powers and duties granted by the Declaration and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

i. To employ personnel to perform the services required for proper operation of the Condominium.

j. To acquire and enter into agreements whereby the Association acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

k. To acquire by purchase, or otherwise, condominium parcels of the Condominium.

l. To approve or disapprove the leasing of units as may be provided by the Declaration or the Bylaws.

SECTION 3. All funds and the titles of all properties acquired by the Association shall be held in trust for the members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE IV

Members

SECTION 1. Every person or entity owning a unit in the Condominium is a member of the Association; membership in the Association ceases when a member's title to a unit is conveyed.

SECTION 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

SECTION 3. The owner, or owners, collectively, of each unit shall be entitled to one (1) vote. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE V

Directors

SECTION 1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three.

SECTION 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. The provisions of this Section are subject to the Developer's retention of control of the Association, as autho-

rized by the Declaration. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

SECTION 3. The names and addresses of the first members of the board of directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Roger B. Broderick	5514 Park Boulevard Pinellas Park, FL 33565
Carole D. Broderick	5514 Park Boulevard Pinellas Park, FL 33565
E. Jerald Barthlett	5514 Park Boulevard Pinellas Park, FL 33565

ARTICLE VI

Officers

The affairs of the Association shall be administered by a president, a vice president, a secretary, a treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the first officers who shall serve until their successors are designated are as follows:

Roger Broderick President/Secretary	5514 Park Boulevard Pinellas Park, FL 33565
Carole D. Broderick Vice President/Treasurer	5514 Park Boulevard Pinellas Park, FL 33565

ARTICLE VII

Indemnification

The Association shall, and does hereby, indemnify, including reimbursement of cost of defense, any person for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association to the full extent allowed by law.

ARTICLE VIII

Bylaws

The Bylaws shall be made, altered or rescinded by the approval of a majority of the board of directors or by a majority

of the voting members of the Association. No amendment to the Bylaws that affects the rights reserved by the Developer in the Declaration shall be effective without the written consent of the Developer.

ARTICLE IX

Amendments

Amendments to the Articles, not inconsistent with the Condominium Act or the Declaration, may be proposed by the board of directors or by five voting members of the Association, and may be adopted by the affirmative vote of a majority of the voting members of the Association. No amendment that affects the rights reserved by the Developer in the Declaration shall be effective without the written consent of the Developer.

ARTICLE X

Term

The term for which this corporation shall exist is perpetual.

ARTICLE XI

Subscribers

The names and residences of the subscribers to these Articles are as follows:

- | | |
|----------------------|--|
| Roger B. Broderick | 5514 Park Boulevard
Pinellas Park, FL 33565 |
| Charole D. Broderick | 5514 Park Boulevard
Pinellas Park, FL 33565 |
| E. Jerald Barthlett | 5514 Park Boulevard
Pinellas Park, FL 33565 |

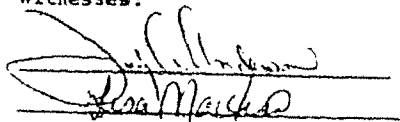
ARTICLE XII

Registered Agent

The name and address of the first registered agent of the Association is Roger B. Broderick, 5514 Park Boulevard, Pinellas Park, Florida 33565.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 18TH day of October, 1983..

Witnesses:




Roger B. Broderick

[Signature]

[Signature]

Carole D. Broderick

Carole D. Broderick

[Signature]

[Signature]

E. Jerald Barthlett

E. Jerald Barthlett

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
18th day of October, 1983 by Roger B. Broderick, Carole D.
Broderick, and E. Jerald Barthlett.

[Signature]

Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 24 1985
BONDED THRU GENERAL INS. UNDERWRITERS

I HEREBY CONSENT to my appointment as registered agent of
OUTLOOK VILLAGE CONDOMINIUM ASSOCIATION, INC..

[Signature]

Roger B. Broderick

RE14.10 jae

BYLAWS

OF

OUTLOOK VILLAGE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the Laws of the State of Florida

ARTICLE I

Identity

SECTION 1. These are the bylaws of OUTLOOK VILLAGE CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association," a corporation not for profit organized under the laws of the State of Florida, the articles of incorporation of which were filed in the office of the Secretary of State on October 24, 1983 (the "Articles"). The Association has been organized for the purpose of administering OUTLOOK VILLAGE CONDOMINIUM, hereinafter referred to as the "Condominium," pursuant to the Florida Condominium Act (the "Condominium Act").

SECTION 2. The office of the Association shall initially be at 5514 Park Boulevard, Pinellas Park, Florida 33565, or such other place as may be designated by the Board of Directors from time to time.

ARTICLE II

The Association

SECTION 1. Meetings. Meetings of the membership of the Association shall be held annually; such meetings shall be on the second Monday of January of each year unless otherwise determined by a majority of the board of directors.

Special meetings of the membership may be called by the president of the Association, and shall be called by the president or secretary of the Association at the request in writing of a majority of the board of directors, or at the request in writing of ten percent (10%) of the unit owners. Such requests shall state the purpose or purposes of the proposed meeting.

SECTION 2. Notice of Meetings. It shall be the duty of the secretary to post a notice of each annual or special meeting in a conspicuous place on the Condominium property at least two weeks

before the meeting, and to mail a notice of such meeting, stating the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address at least two weeks before the meeting. Notice of a meeting may be waived by a unit owner, and attendance at a meeting shall constitute a waiver of notice of the time and place of the meeting. Notwithstanding the foregoing, unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

SECTION 3. Quorum. The presence in person or by proxy of unit owners representing a majority of the units in the Condominium shall constitute a quorum.

SECTION 4. Voting. The vote of a majority of the voting members of the Association represented at a meeting at which a quorum is present shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Condominium Act, or of the Declaration of Condominium of this Condominium (the "Declaration") or of the Articles, or of these bylaws (the "Bylaws"), a different vote is required, in which case, such express provision shall govern and control.

SECTION 5. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be signed by the member or his attorney-in-fact. Such proxy is effective only for the meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the meeting for which it was given. Such proxy is revocable at any time by the unit owner executing it.

ARTICLE III

Board of Directors

SECTION 1. Number. The number of directors that shall constitute the board shall not be less than three (3), nor more than seven (7). The number of directors may be increased or decreased by a majority of the voting members of the Association.

SECTION 2. Directors - Election. Directors shall be elected by a plurality of the votes cast at the annual meeting of the Association. At an election of directors, each member entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled.

A nominating committee of five members shall be appointed by the board of directors not less than thirty (30) days before the annual meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting and other nominations may be made at the meeting from the floor.

SECTION 3. Removal and Resignation of Directors. Any member of the board of directors may be removed from office with or without cause by the vote of a majority of the voting members of the Association, and may resign by submitting a written resignation to the board of directors.

SECTION 4. Filling Vacancies. Vacancies in the board of directors occurring between annual meetings of the members shall be filled by the election of new directors by the remaining directors, even though such remaining directors may constitute less than a quorum.

SECTION 5. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

SECTION 6. Powers and Duties. The board of directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the board of directors by the Declaration, the Articles,

the Condominium Act, or the Bylaws. The powers of the board shall include, but shall not be limited to, the following:

- a. To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.
- b. To adopt and collect assessments to fund the annual budget and additional assessments as may become necessary from time to time to operate the Association, pay the obligations of the Association, or maintain or replace the Condominium Property.
- c. To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and mail same to each unit owner within sixty (60) days of the end of the fiscal year.
- d. To determine who will act as legal counsel for the Association, whenever necessary.
- e. To determine the depository for the funds of the Association.
- f. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and to set the salaries of said personnel.
- g. To approve or disapprove proposed transfers, sales, and leases of units.
- h. To adopt reasonable rules that govern the use of the common elements of the Condominium and any recreation facilities or common areas owned by the Association, and to enforce those rules and any that are set forth in the Declaration.

SECTION 7. Management Agent. The board of directors shall have the power and authority to contract with a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of

rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. Provided, however, that the Association and its officers shall retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

SECTION 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid for a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the board of directors before the services are undertaken.

SECTION 9. Meetings. Any unit owner may attend and listen to meetings of the board of directors, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance, except in an emergency. If assessments will be considered by the board of directors at a meeting, the notice of that meeting must describe the nature of the proposed assessment. Notice of the meeting of the board of directors at which the annual budget will be considered shall be mailed to each member of record, at least thirty (30) days before the meeting, and the notice shall include a copy of the proposed budget. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year, and notice thereof shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Special meetings of the directors may be called by the president on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the presi-

dent or the secretary, in like manner and on like notice, on the written request of at least (2) directors.

SECTION 10. Waiver of Notice. A director may, in writing, waive notice of a meeting of the board of directors, and attendance at such meeting shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors, unless otherwise provided herein, or in the Articles or the Declaration.

SECTION 12. Fidelity Bonds. The board of directors shall require that all officers or directors of the Association who control or disburse Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount approved by the board of directors, but not less than \$10,000 for each officer or director bonded.

ARTICLE IV

Budget and Assessments

SECTION 1. The annual budget of the Association shall be adopted by the board of directors, subject to the right of the unit owners provided by the Condominium Act to call a special meeting to consider and enact a budget in the case of an adopted budget requiring assessment against the unit owners in an amount exceeding one hundred and fifteen percent (115%) of the assessment for the preceding year. Each unit owner will be advised in writing of the amount payable by him during the following year.

SECTION 2. The board of directors, or the management agent employed pursuant to these Bylaws, shall collect the assessments against unit owners. Monthly installments of the annual assess-

ments shall be due and payable in advance on the first (1st) day of each month of the period for which assessed. Failure to pay assessments when due subjects unit owners to the penalties set forth in the Declaration.

ARTICLE V

Officers

SECTION 1. Designation of Officers. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer, all of whom shall be elected by the board of directors. The board of directors may also elect additional vice-presidents, an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be desirable.

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board, and shall hold office at the pleasure of the board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

SECTION 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association, and he shall be a member of the board of directors. He shall have all of the general powers and duties that are usually vested in the office of the president of an association.

SECTION 5. Vice-President. The vice-president shall exercise the powers and perform the duties of president in the absence or disability of the president. He shall also assist the president and exercise such other powers and perform such duties incident to the office of vice-president as may be required by the directors or the president.

SECTION 6. Secretary. The secretary shall keep the minutes of all meetings of the board of directors, and the minutes of all meetings of the Association. Such minutes shall be available for inspection to all members of the Association and of the board of directors, and shall be retained for a period of not less than seven (7) years. The secretary shall also have charge of such books and papers as the board of directors may direct, and shall perform all the duties normally incident to the office of the secretary of an association.

SECTION 7. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.


ARTICLE VI

Amendments to the Bylaws

Unless otherwise provided in the Condominium Act, the Declaration, or the Articles, these Bylaws may be amended by resolution adopted by a majority of the board of directors or by a majority of the voting members of the Association.

The foregoing were adopted as the Bylaws of the Association by its board of directors on this _____ day of _____, 1983.

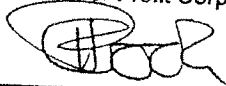
OUTLOOK VILLAGE CONDOMINIUM
ASSOCIATION, INC.

By: 
Roger B. Broderick,
Secretary

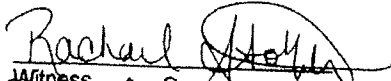

2. Any portion of the Declaration not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused these presents to be signed the date and year first above written.

Outlook Village Condominium Association, Inc.
A Florida Not For Profit Corporation,



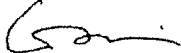
By: Peter Cooke, President


Witness

Witness

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

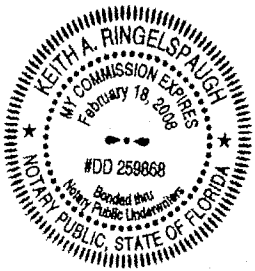
The foregoing was acknowledged before me, this 12th day of October, 2007, by Peter Cooke, President of Outlook Village Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation.



NOTARY PUBLIC

KEITH A. RINGELSPAUGH
Print Name

My Commission Expires:



Prepared by and return to:
Keith A. Ringelspauh, Esq.
3347 49th Street North
St. Petersburg, FL 33710

Condominium Plats for this Condominium
are filed in Condominium Plat Book 77,
Page 27, of the Public
Records of Pinellas County, Florida.

CERTIFICATE OF AMENDMENT

CERTIFICATE made this 12th day of October, 2007, by Outlook Village
Condominium Association, Inc., a Florida Corporation not for profit ("Association").

WHEREAS, the Declaration of Condominium ("Declaration") for OUTLOOK VILLAGE
CONDOMINIUM, a Condominium ("Condominium") was recorded in Official Records Book 5779,
Page 1685, of the Public Records of Pinellas County, Florida; and

WHEREAS, the owners of units in the Condominium desire to amend the Declaration,
and a sufficient number of such owners has affirmatively voted at a duly called meeting of the
Association to approve certain amendments as set forth herein.

NOW, THEREFORE, be it known that:

1. The Declaration is hereby amended as described as follows:

Under Article XV, SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS OF FEDERAL
NATIONAL MORTGAGE ASSOCIATION, the following numbered paragraph shall be added at the end
of said Article XV:

9. Notwithstanding anything to the contrary set forth in the Declaration of Condominium:

- a. Amendments to the Declaration of Condominium of a material adverse nature to institutional lenders or institutional mortgagees, including Fannie Mae or Fannie Mae's successors and assigns (the "Mortgagees") must be agreed to by all mortgagees whose mortgages are then secured by the Condominium units.
- b. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by all mortgagees whose mortgages are then secured by the Condominium units.
- c. Implied approval may be assumed when an eligible mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered to the mortgagee by certified or registered U.S. mail with a "return receipt" requested.

