

ARTICLES OF INCORPORATION

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not for profit under the laws of the State of Florida, and do hereby subscribe, acknowledge and file in the office of the Secretary of State of the State of Florida, the following Articles of Incorporation:

I

The name of the Corporation shall be:
BROADMOOR VILLA, INC., a condominium.

II

The purposes for which the corporation is organized shall be to buy, sell, lease or sub-lease, or to acquire, maintain or operate as fee owner or as owner of a leasehold interest, or solely to maintain or operate without any interest in real property, a certain multi-unit residential building and the land upon which said building shall be situated, in Pinellas County, Florida, a condominium, which multi-unit residential building shall be known as BROADMOOR VILLA, INC., a condominium, the land on which said building shall be situated being legally described as follows:

Easterly 40 ft. of Lot 14, all of Lots 15, 16 and 17, and the westerly 10 ft. of Lot 18, Block 44, Belleair Estates, Plat Book 18, Pages 52 through 57, Public Records of Pinellas County, Florida;

and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without

FILED
1960 FEB 13 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

attempting to make any profit or other gains for the corporation, and to perform any other act for the well-being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents, and maintenance of a high standard of the physical appearance of the building, to formulate By-Laws, rules or regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, 1961.

III

BROADMOOR PROPERTIES, INC., hereinafter referred to as the Developer, shall make and declare a certain Declaration of Condominium submitting the property described herein to condominium ownership under the restrictions, reservations, covenants, conditions and easements set out therein, which shall be applicable to said property and all interests therein, to wit:

- a. Legal description, as more fully set forth in Article II herein;
- b. All improvements erected or installed on said land, including one building, containing fourteen (14) condominium units and related facilities.

Initially, such three (3) persons as the Developer may name shall be the members of the Corporation who shall be the sole voting members of the corporation until such time as the Developer

has conveyed eleven (11) condominium units to the individual grantees, as said condominium units are defined in the proposed Declaration of Condominium, for a period of five (5) years after completion of improvements upon the property hereinabove described in Article II, whichever event shall occur first. Thereafter, such three (3) named persons shall cease to be members of the corporation, unless they are either the Developer or a grantee of the Developer, and the individuals to whom the condominium units have been conveyed shall be voting members of the corporation. The By-Laws of the corporation may not change or alter this Article.

IV

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

V

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

G. J. Patrick	P. O. Box 1077 Clearwater, Florida 33517
David Stabbert	4821. 91st Street, S. E. Mercer Island, Washington 98040
Evelyn M. Allen	300 North Osceola Avenue Clearwater, Florida 33515

VI

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

VII

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) members, as the same shall be provided for by the By-Laws of the corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the corporation. The names and addresses of the first Board of Directors and Officers, who shall serve as Directors and Officers until the first election of Directors and Officers, are as follows:

- | | | |
|-----------------|---|---------------------------------------|
| G. J. Patrick | P. O. Box 1077
Clearwater, Florida 33518 | President and
Director |
| David Stabbert | 4821 91st Street, S. E.
Mercer Island, Washington | Vice President
and Director |
| Evelyn M. Allen | 300 North Osceola Avenue
Clearwater, Florida 33515 | Secretary-Trea-
surer and Director |

VIII

The By-Laws of the corporation are to be made, altered or rescinded by a three-fourths (3/4) vote of the members of the corporation.

IX

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

X

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

XI

Section 2. Each member shall be restricted to one (1) vote, except in all elections for Directors, each member shall have the right of cumulative voting; that is to say, each member shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected, or to distribute them on the same principle among as many candidates as he shall see fit.

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

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

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

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

Section 7. Any matter of controversy or dispute between members or between a member and the corporation shall be settled

by arbitration in accordance with the rules therefor provided by the American Arbitration Association and the Statutes of the State of Florida.

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

XI

These Articles of Incorporation of the corporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation, ten (10) days prior to said meeting of the corporation; provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove and of Sections 4, 5, 6 and 8 of Article X may be made without the unanimous approval of the then members of the corporation, together with the written unanimous approval of all mortgagees holding a valid enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees such as a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

XII

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

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of

described property.

16. This Agreement shall be binding upon the heirs, assigns, legal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

BROADMOOR PROPERTIES, INC.

[Handwritten signatures]

By G. J. Patrick President
Attest Evelyn M. Allen Secretary

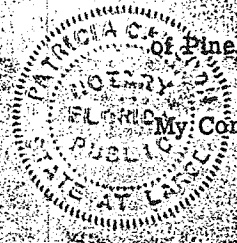
BROADMOOR VILLA, INC.

By G. J. Patrick President
Attest Evelyn M. Allen Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 19th day of March A. D. 1968, before me personally appeared G. J. PATRICK and EVELYN M. ALLEN, President and Secretary respectively, of BROADMOOR PROPERTIES, INC., a corporation under the laws of the State of Florida, and BROADMOOR VILLA, INC., a non-profit corporation existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Largo, in the County of Pinellas and State of Florida, theyday and year last aforesaid.



My Commission Expires: Patricia James
Notary Public
State of Florida at Largo

Notary Public, State of Florida at Largo
My Commission Expires Oct. 8, 1968
Issued by American Fire & County Co.

MAINTENANCE AGREEMENT

THIS AGREEMENT, Made and entered into this 19th day of March, A. D. 1968, by and between BROADMOOR PROPERTIES, INC., a Florida corporation, party of the first part, hereinafter called the "Maintenance Contractor", and BROADMOOR VILLA, INC., a corporation not for profit, party of the second part, hereinafter called the "Condominium Association";

WITNESSETH:

WHEREAS the parties hereto desire to enter into an Agreement for the performance of maintenance services as hereinafter described on the following described realty, which consists of one apartment building containing fourteen (14) units and related facilities, legally described as:

Easterly 40 ft. of Lot 14, all of Lots 15, 16 and 17, and the westerly 10 ft. of Lot 18, Block 44, Belleair Estates, Plat Book 18, Pages 52 through 57, Public Records of Pinellas County, Florida;

and,

WHEREAS the parties desire to provide within this Agreement the maintenance services to be performed;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. This Maintenance Agreement shall run for a period of twenty-five (25) years from the date hereof.
2. The Maintenance Contractor shall provide and carry and pay for public liability insurance for a minimum coverage of One

Hundred Thousand Dollars (\$100,000.00) for injuries to one person, and Five Hundred Thousand Dollars (\$500,000.00) for injuries to more than one person, in one occurrence, and Ten Thousand Dollars (\$10,000.00) property damage, and insurance covering fire and extended coverage on the apartment building, consisting of fourteen (14) units, as provided for and subject to all of the conditions of Paragraph 17 of the Declaration of Condominium, save and except Paragraph 17 (b) (3). It is specifically understood by all parties herein that insurance covering fire and extended coverage on the apartment building shall cover the physical building itself, together with the common elements thereon, but shall not cover the personal effects and/or personal property of the condominium unit owner.

3. The Maintenance Contractor shall furnish water and shall maintain and service the hot water boiler. It is specifically understood that the Maintenance Contractor shall not be responsible for the maintenance of the cooking range and the heating unit in the various condominium units. It is specifically understood that the Maintenance Contractor shall only be responsible for the maintenance and servicing of water and electric lines up to the point of entry of the apartment building and under no circumstances shall the Maintenance Contractor be responsible for the maintenance of said water and electric lines as shown on the plans and specifications indicated as part of the common elements.

4. That the Maintenance Contractor shall be responsible for the payment of sewer charges to each of the said condominium units to the corporate sovereign having jurisdiction over said sewer service charges.

5. That the Maintenance Contractor shall maintain, service and repair as to ordinary wear and tear caused by usage and the elements, all public walkways and roadways used for ingress and egress to the condominium property.

6. That the Maintenance Contractor shall provide, maintain and care for the lawn and shrubbery service; however, the Maintenance Contractor shall not be responsible for any damages caused by any act of God, which shall include, but not be limited to, wind, flooding, hurricane, frost or freezing.

7. That the Maintenance Contractor shall provide, service and maintain lighting for the exterior of the condominium building, including the lighting of the hallways and other portions of the common elements as indicated on the plans and specifications which are made a part of the Declaration of Condominium.

8. That the Maintenance Contractor shall provide garbage and trash collections.

9. That the Maintenance Contractor shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and driers on the premises and all income from said machines shall belong to the Maintenance Contractor, and any expenses in connection with said operation shall be paid by the Maintenance Contractor; and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

10. That the Maintenance Contractor shall keep the exterior of said condominium building painted and shall furnish the necessary repairs to preserve the exterior appearance of said building against ordinary wear and tear. However, the Maintenance Contractor shall not be responsible for the washing of windows or replacement of same, and shall not be responsible for the maintenance of screens that enclose the screen porches as indicated on the plans and specifications attached to the Declaration of Condominium. The Maintenance Contractor further agrees to keep the condominium building

and that the areas included in the common elements "broom swept" and neat and presentable in appearance at all times.

11. That the Maintenance Contractor covenants and agrees, at its own expenses, to procure and keep in force, public liability and workmen's compensation insurance to protect the Maintenance Contractor and the Condominium Association completely from any claim or damage to persons or property or for an injury to any employee of Maintenance Contractor incurred while Maintenance Contractor or his workmen are performing any duties under the terms of this Agreement for a minimum coverage of \$100,000.00 for injuries to one person, and \$500,000.00 for injuries to more than one person, if any one accident, and \$10,000.00 property damage.

12. That the Maintenance Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the Maintenance Contractor or any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

13. It is understood that the expenses of this Maintenance Contract shall be apportioned to each condominium parcel in the condominium, as follows:

- (a) Apartment 101
- (b) Apartments 102, 103, 104, 105, 106, 107, 201, 202, 203, 204, 205, 206, and 207.

(a)	(b)	From - Through
50.70	62.00	3/19/68 - 12/31/75
53.70	65.00	1/1/76 - 12/31/80
56.70	68.00	1/1/81 - 12/31/85
59.70	71.00	1/1/86 - 12/31/90

It is understood and agreed by and between the parties hereto that the Condominium Association shall pay to the Maintenance Contractor the expenses as herein above set forth for and during the term of this Agreement, however, in the year 1975, at the option of the Maintenance Contractor the expenses for the succeeding calendar year may be that sum in monies as hereinafter determined, and re-determined on December, for each succeeding calendar year. Such rental shall be determined as aforesaid at the option of the Maintenance Contractor by dividing the monthly base expense as set forth in paragraph above, by the index number for the month of December 1965 (111.0) as appears in the column ALL ITEMS, in the Consumer Price Index as was published and determined by the Bureau of Labor Statistics, United States Department of Labor; and then multiplying that amount by the corresponding index number for the month of December 1975 and each subsequent December thereafter. That the monthly sums so determined in any given December shall fix the monthly expense for the succeeding year and thereafter until re-determined. It is agreed between the parties hereto that the minimum monthly expenses for any year during the term hereof shall not be less than the amount set forth specifically above.

The primary obligation, however, for payment to the Maintenance Contractor shall be by the condominium owners collectively for the gross amounts as indicated above, monthly. Each owner of a condominium unit shall be responsible for payment to the Maintenance Contractor in an amount as provided for in the schedule set forth hereinabove, which sum shall be payable to the Maintenance Contractor in the amount as provided for in said schedule which shall be payable on the first day of each month commencing on the first day of said month from which time the said apartment building has been completed. That in the event the owner of the condominium unit fails to pay the specified amount provided for the designated unit which he occupies as provided for hereinabove to the Maintenance Contractor on or before the tenth day of each month, then the Maintenance Contractor shall be authorized to discontinue and terminate any one or all of the services

to such unit that are provided for by the Maintenance Contractor until said owner of the condominium unit shall have made full payment in accordance with the terms and conditions of this Agreement. However, it is specifically understood that the Maintenance Contractor shall be authorized during the term of this Agreement to delegate such authority of the collections by the Maintenance Contractor from the various condominium owners to the said Condominium Association. That in such event, such a delegation is made by the Maintenance Contractor, the payment due to the Maintenance Contractor by the Condominium Association shall be in the gross amounts as indicated above monthly and shall be payable on the first day of each and every month, commencing from the first month after the date of completion of said apartment building, and in the event the Condominium Association fails to pay the amounts provided hereinabove to the Maintenance Contractor by the 10th of each month, then the said Maintenance Contractor is hereby authorized to discontinue and terminate any one or all of the services as provided for herein until such time as the Condominium Association has made full payment in accordance with the terms and conditions of this Agreement.

14. In addition to those rights set forth hereinabove, the Maintenance Contractor for the fee charged against each condominium unit made hereunder and costs incurred in collecting same, including a reasonable attorney's fee, shall be secured by a lien against the condominium unit and all interest therein owned by the members against which the lien is made, and such lien shall arise in favor of the Maintenance Contractor and shall come into effect upon recordation of this instrument and the lien for all such sums due hereunder shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgagee.

15. The Maintenance Contractor shall maintain, service and repair the water and sewer lines, together with all the sanitary manholes and all connections therewith that lie in the easements of the above

BROADMOOR VILLA, INC.
919 Osceola Road
Belleair, Florida 34616

BOARD OF DIRECTORS BROADMOOR VILLA, INC.
919 Osceola Road
Belleair, Florida 346166

I am submitting for your approval an application for the
rental of Condominium Unit # _____ to _____
for a term of _____ from _____
to _____.

The rules and regulations of Broadmoor Villa, have been presented
in written form to the prospective tenants, and they have
agreed to comply.

Your consideration and approval of this application will be
appreciated.

Sincerely,

OWNER

UNIT #

APPROVED: _____

APPROVED: _____

APPROVED: - _____

APPROVED: _____

APPROVED: _____

Approval of the Board of Directors is required as specified
in the BY-Laws of the Association amended November 1972.