

BY-LAWS

OF

TYRONE GARDEN APARTMENTS ASSOCIATION

1. OFFICE - The office of the Association shall be:
6641 Central Avenue
St. Petersburg, Florida 33710
2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.
3. SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Condominium Association", and the year of establishment.
4. MEMBERS AND VOTING - A member shall be the owner of a leasehold estate having an original term of ten (10) years or more of a Condominium parcel. In the event there is no owner of such leasehold estate for a Condominium parcel, then a member shall be the owner or owners in fee simple of such Condominium parcel. Each member shall be entitled to one vote for every Condominium parcel owned for the purpose of electing governors and for transacting any other business authorized to be transacted by the members; provided, however, that in no event shall there be more than one vote cast for each Condominium parcel, excepting when voting on amendments to the Declaration and By-Laws pursuant to paragraph 15 of the Declaration of Condominium.
 - A. The Annual Members Meeting - shall be held at the office of the Association, at 10:00 A.M., Eastern Standard Time, on the first Monday in December of each year, or as otherwise designated during the month of December by proper notice to the members, given by the Chairman or Vice-Chairman, as set forth in sub-paragraph C hereof, for the purpose of electing governors after the expiration of the original term, as set forth in the Declaration of Condominium, and for transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
 - B. Special Members Meetings - shall be held whenever called by the Chairman, Vice-Chairman, or by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.
 - C. Notice of All Members' Meetings - stating the time and place, and the purpose for which the meeting is called, shall be given by the Chairman or Vice-Chairman, or Secretary, unless waived in writing. Such notice shall be in writing to each member as his address appears on the books for the Association, and shall be mailed not less than ten (10) days, nor more than sixty (60) days prior to the date of the meeting. Notice shall be sent by certified mail.

question is one upon which, by express provisions of the statutes, the Declaration of Condominium, or of the By-Laws, a different vote is required, in which case such expressed provision shall govern and control the decision.

E. The Vote of the Owners - of a Condominium Parcel owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Condominium Parcel, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

G. Approval or Disapproval - of a Condominium Parcel Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

H. Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

I. The Order of Business - at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- 1) Election of Chairman of the Meeting.
- 2) Calling of the roll and certifying of proxies.
- 3) Proof of Notice of Meeting or Waiver of Notice.
- 4) Reading and disposal of any unapproved Minutes.
- 5) Reports of Governors.
- 6) Reports of Committees.
- 7) Election of Inspectors of Election.
- 8) Election of Governors.
- 9) Unfinished business.
- 10) New business.
- 11) Adjournment.

5. GOVERNORS -

A. The Board of Governors - shall consist of four persons. Each member of the Board of Governors shall be either the owner of a Condominium Parcel as set forth in paragraph 4 above, have an interest therein, or, in the event of a corporate ownership, any officer or designated agent thereof, excepting however, the original Board of Governors need not be owners.

B. Election of Governors - shall be conducted in the following manner:

- 1) Members of the Board of Governors shall be

elected and qualified, or until he is removed in the manner elsewhere provided.

D. The Organization Meeting - of the newly-elected Board of Governors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Governors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

E. Regular Meetings of the Board of Governors - shall be held on the first Monday of each month. Notice of regular meetings shall be given to each Governor, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless such notice is waived.

F. Special Meetings of Governors - may be called by the Chairman, and must be called by the Secretary at the written request of one-fourth of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

X G. Waiver of Notice - Any Governor may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Governors' Meetings - shall consist of the governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum.

I. The Presiding Officer of Governors' Meeting - shall be the Chairman of the Board if such an officer has been elected. In the absence of the presiding officer, the Governors present shall designate one of their number to preside.

J. The Members of the Board of Governors - shall serve without compensation, except by unanimous approval of all the members of the Board of Governors.

K. Removal of Governors - A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the governor or governors sought to be removed together

6. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association shall be exercised by the Board of Governors. Such powers and duties of the Governors shall be all of the powers and duties as set forth in the Condominium Act and The Declaration of Condominium, these By-Laws, and all of the powers reasonably necessary to perform all of said powers and duties, including, but not limited to, the following:

A. To Make and Collect Assessments - against members to defray the costs of the common expenses.

B. To Use the Proceeds of Assessments - in the exercise of its powers and duties.

C. The Maintenance, - repair or replacement of common elements, machinery and equipment, operation of the Association, costs of carrying out the powers and duties of the Association and taxes and management fees and costs.

D. The Reconstruction of Improvements - after casualty and the further improvement of the property.

E. To Make and Amend Rules and Regulations - respecting the use of the property in the Condominium.

F. To Approve or Disapprove Proposed Purchasers, - Lessees and mortgagees of apartments in the manner provided by the Declaration of Condominium.

G. To Enforce - by legal means the provisions of the Condominium Documents, the By-Laws of the Association, and the regulations for the use of the property in the Condominium.

H. To Contract - for management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Condominium Documents to have approval of the Board of Governors or the membership of the Association.

I. To Pay Taxes and Assessments - which are liens against any part of the Condominium, other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

J. To Carry Insurance - for the protection of apartment owners and the Association against casualty and liabilities.

K. To Pay the Cost - of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual apartments.

L. To Employ Personnel - for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

M. To Employ an Attorney-at-Law - for legal services for the enforcement of any rules, liens, foreclosures, or provisions.

the Board of Governors. No person shall hold more than one office at any one time.

B. The Chairman - shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members, from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-Chairman - shall, in the absence or disability of the Chairman, exercise the powers and perform the duties of the Chairman, and exercise the powers and perform such other duties as shall be prescribed by the Governors.

D. The Secretary - shall keep the Minutes of all proceedings of the Governors and the Members. He shall attend to the giving and serving of all notice to the members and Governors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Governors or the Chairman. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer - shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. Removal of Officers - A special meeting of the members shall be called upon filing with any Governor a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the officer or officers sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required in paragraph 4, sub-paragraph D, hereof, such officer or officers shall be removed from office upon votes cast of not less than ninety (90%) percent of the vote of the entire membership entitled to vote. In the event such officer or officers are removed, then and in such event, a new officer or officers shall be elected according to paragraph 7, sub-paragraph A, hereof, to fill the unexpired term of such officer or officers.

8. FISCAL MANAGEMENT - The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

A. Assessment Roll - The Assessment Roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owner, the date of payment, and the date of delinquency.

a) Common expense budget -

- i) Maintenance and operation of common elements:
 - Landscaping
 - Walkways
 - Parking spaces
- ii) Utility services
- iii) Casualty insurance
- iv) Liability Insurance
- v) Administration

b) Proposed assessments against each member -

- 2) Copies of the Proposed Budget - and proposed assessments shall be made available to each member upon request in writing, on or before January 1, of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3) Management Contract - No such budget shall be required in the event that a management contract is entered into, as is authorized by the Declaration of Condominium. The management corporation shall provide such budget unless the monthly budget, per apartment, is set forth in said management contract, or as otherwise agreed upon by the Association and the management corporation.

4) Method of Collection - That such budget shall be reduced to a monthly amount per apartment as is computed on the basis of the provisions of paragraph 8, sub-paragraph A of the Declaration of Condominium. That each apartment owner shall be notified of such amount, computed on a monthly basis per apartment, and the same shall be due and payable monthly, in advance, to the Association or mortgage corporation, without notice.

C. The depository - of the Association shall be such bank or banks as shall be designated from time to time by the Governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Governors.

D. An Accounting - of the accounts of the Association shall be made annually by the Treasurer, and certified to by the Board of Governors. A copy of the report shall be furnished to each member upon request in writing.

E. Fidelity Bonds - shall be required by the Board of Governors from any officers and employees of the Association, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Governors, but shall be at least the amount of the funds for which there is responsibility. The premiums of such bonds shall be paid by the Association.

9. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in accordance with the provisions of the Condominium documents. An amendment, when adopted, shall become effective only after being recorded in the Public Records of Pinellas County, Florida. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Condominium

Each owner, invitee, relative, guest, or otherwise, hereinafter referred to as Occupant of the Condominium Parcel, shall, in addition to the obligations and duties as set forth in the Declaration of Condominium, the By-Laws or any amendments thereto, be governed by the following regulations.

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number.

2. Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment; and maintain and repair the fixtures therein. To promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as the hallways, stairs, stairwells, elevators landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise.

3. Each apartment shall be used only for the purpose of single family residence of persons over the age of eighteen (18) years, and for no other purpose whatever; and each apartment occupant shall maintain his apartment in a clean and sanitary manner. The balconies, porches, terraces shall be used only for purposes intended and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment, but no drying of laundry will be permitted outside of the occupant's apartment, excepting in the laundry room.

4. No cats, dogs, or other pets are allowed to be kept in, on or about the Condominium property.

5. Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other item whatsoever, and no alteration may be made of any interior boundary wall, without first obtaining written approval of the Condominium Association.

6. No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on or about the Condominium property, between the hours of 11:00 P. M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the other occupants of the Condominium.

7. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the Condominium property without the prior written consent of the Association.

8. All second and third floor apartments shall be and remain carpeted excepting bathrooms, kitchens and porches.

9. Disposition of garbage and trash shall be only by the use of garbage disposal units, or by use of receptacles supplied by the Association.

10. Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner as approved by the Association.

11. No signs, advertising, or notices of any kind or type, whatsoever including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

12. Each owner has the right to sell or sublet his apartment provided that the proposed purchaser, or sublessee, is first approved by the Condominium Association. Each new owner shall be bound by the provisions of the Condominium Association and these Rules and Regulations.

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF PINELLAS) ss:

I HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, William H. Thompson who, after being first duly sworn as required by law, deposes and says as follows:

I am a Registered Land Surveyor # 663 , and a Registered Certified Civil Engineer # 4815 , authorized to practice in the State of Florida, and do hereby certify that from the survey, building plans, floor plans, map, sketches, and together with the wording of the Declaration of Condominium of TYRONE GARDEN APARTMENTS constitutes a correct representation of the improvements described as it now exists, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each Condominium Parcel in said Condominium.

AND FURTHER AFFIANT SAITH NAUGHT.

William H. Thompson

Sworn to and subscribed before
me this 19th day of March, 1969.

Anthony R. Seston
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires NOV. 3, 1971