

RECORDED  
PINELLAS CO. FLORIDA  
HAROLD MULLENDORE, CLERK

Dec 9 1 50 PM '69

69028164

69114930

O.R. 3040 PAGE 331

O.R. 3219 PAGE 49

RECORDED  
PINELLAS CO. FLORIDA  
HAROLD MULLENDORE, CLERK  
MAR 21 10 04 AM '69

DECLARATION OF CONDOMINIUM  
OF

TYRONE GARDEN APARTMENTS, A Condominium

ALBERT C. WERLY, and ANN L. WERLY, his wife, JOHN BEATTY and BEATRICE BEATTY, his wife, SHELDON L. ROTHMAN and ARLENE E. ROTHMAN, his wife, and JOSEPH ZAPPALA and CAROLE V. ZAPPALA, his wife, herein called "OWNERS", on behalf of themselves, their heirs, administrators, executors, successors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes 1963 as amended, known as the Condominium Act.

WHEREAS, OWNERS are all of the owners in fee simple of certain Real Property hereinafter described, and

WHEREAS, OWNERS desire to submit said Real Property, together with all improvements and related facilities constructed thereon, to condominium ownership pursuant to Chapter 711, Florida Statutes 1963, as amended;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP - The following described Real Property, hereinafter referred to as "CONDOMINIUM PROPERTY", is hereby submitted to condominium ownership:

Lots 1, 2, and 3, Block 27, OAK RIDGE ESTATES  
as recorded in Plat Book 6, page 85, Public  
Records of Pinellas County, Florida.

together with improvements constructed thereon, the same being in Pinellas County, Florida, owned by OWNERS, and after the date of the recording of this Declaration shall be subject to the condominium form of ownership according to the terms of this Declaration.

2. CONDOMINIUM NAME - This Condominium shall hereafter be known as TYRONE GARDEN APARTMENTS, a Condominium.

3. CONDOMINIUM ASSOCIATION NAME - The name of the Condominium Association herein formed shall be TYRONE GARDEN APARTMENTS ASSOCIATION. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Laws of Florida, 1963, Section 12, as amended. This Association shall have all of the powers and duties set forth in the said Condominium Act, except as limited by this Declaration and By-Laws, and shall have all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws, as the same may be amended from time to time. The power of this Association to purchase an apartment of the Condominium shall be unlimited. The operation of this Condominium Association shall be governed by the By-Laws attached hereto as Exhibit "A" the same being

such apartment, which boundaries are as follows:

1) Upper and Lower Boundaries - The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

a) Upper Boundary - The horizontal plane of the lower surfaces of the ceiling concrete slab. For apartments next to the roof, the horizontal plane of the upper surface of the chords of the roof steel bar joists which serve as ceiling joists.

b) Lower Boundary - The horizontal plane of the lower surfaces of the floor concrete slab.

2) Perimetrical Boundaries - The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries.

a) Exterior Building Walls - The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, terrace, canopy or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments.

b) Interior Building Walls - The vertical planes of the center lines of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

B. ASSESSMENT - An apartment owner's pro-rata share of the common expenses necessary for the maintenance and management of this Condominium.

C. COMMON ELEMENTS - Means that portion of the Condominium property not included in the apartments and includes within its meaning, but is not limited to, the following items:

1) The land on which the improvements are located and any other land included in the Condominium property, whether of not contiguous.

2.) All parts of the improvements which are not included within the apartments.

3) Easements through apartments for conduits, ducts, plumbing, wiring and other facilities.

one apartment, or to the common elements.

7) The tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

D. COMMON EXPENSES - Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, structural parts of the building, such as outside walls, floors and ceiling slabs which are included within the boundaries of the apartment, costs of carrying out the powers and duties of the Association, special assessments, management costs and fees. Expenses which are declared common expenses by the provisions of this Declaration of Condominium, or the By-Laws, or any valid charge against the Condominium property as a whole, include, but are not limited to, utilities, such as water, sewer, garbage collection, exterior electric service, elevator maintenance contracts, and management corporation costs and fees.

E. COMMON SURPLUS - Means the excess of all receipts of the Association over and above the amount of common expenses.

F. CONDOMINIUM PROPERTY - Means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium, excepting only washing machines, dryers, and electrical equipment located in the laundry and electrical rooms, as designated in said buildings.

G. CONDOMINIUM PARCEL - Condominium parcel means a unit or apartment, together with the undivided share in the common elements which are appurtenant to the apartment.

5. IDENTIFICATION AND PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO EACH UNIT - The Condominium apartments and all other improvements constructed on the Condominium property are set forth in detail in the plans, specifications, engineer's final survey, maps and plats, which are attached hereto and made a part hereof, marked Exhibit "D". Each Condominium Apartment is described in said documents in such a manner that there can be determined therefrom the identification, location, dimensions and size of such apartment, as well as of the common elements appurtenant thereto, as verified by the Engineer's and Surveyor's Certificate recorded in Official Records Book 3040, page 352, Public Records of Pinellas County, Florida, the same being incorporated here by this reference as if set forth in full.

Each Condominium Apartment is identified by a number as shown on said documents recorded in Official Records Book 3040, page 331 Public Records of Pinellas County, Florida, the same being incorporated here by this reference as if set forth in full, so that no apartment bears the same designation as does any other apartment.

The undivided shares, stated as percentages, in the common elements appurtenant to each of the apartments are as follows:

APT. NO.	%	APT. No.	%	APT. NO.	%	APT. NO.	%
101 A	1.7790	101 B	1.7790	101 C	1.7790	101 D	1.7790
102 A	1.2455	102 B	1.6000	102 C	1.2455	102 D	1.6000
103 A	1.2455	103 B	1.6000	103 C	1.2455	103 D	1.6000
104 A	1.7790	104 B	1.6000	104 C	1.7790	104 D	1.6000
		105 B	1.6000			105 D	1.6000
		106 B	1.6000			106 D	1.6000

6. OWNERS APARTMENTS AND OTHER PRIVILEGES - The original owners who have executed this Declaration of Condominium, their heirs, executors, administrators, successors and assigns, and/or the original lessees, are irrevocably empowered, notwithstanding this Declaration of Condominium, Restrictions, Rules and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, rent or otherwise dispose of, any interest they may have in and to any apartments to any person or corporations approved by them. They shall have the right to transact on the Condominium property any business necessary to consummate the sale or lease of Condominium Parcels, including but not limited to, the right to maintain models, have signs, employees in the office, use the common elements, and to show apartments. A sales office, signs and all items pertaining to sales, shall not be considered common elements. In the event there are unsold Condominium Parcels, the Owners or original Lessees are hereby vested with the right to be the owners thereof, under the same terms and conditions as other owners, and shall have the right to sell, rent, lease or sublease, as hereinabove set forth.

7. MAINTENANCE - The responsibility for the maintenance of the Condominium property shall be as follows:

A. By the Apartment Owner - The responsibility of the Apartment Owner shall be as follows:

1) To maintain, repair and replace, at his expense, all portions of his apartment excepting the portion to be maintained, repaired and replaced by the Association, which shall be done without disturbing the rights of other apartment owners.

2) Not to paint, decorate, or otherwise change, the appearance, or any portion of the appearance, of the exterior of the apartment building.

3) To promptly report to the Association or Management Company, any defect, or need for repair or maintenance, for which the Association is responsible.

B. By the Management Corporation or Association - The Association, except in the event a contract is entered into with a management corporation as provided under the powers of delegation contained in paragraph 9, sub-paragraph "A" hereof, then, and in such event, the management corporation, or association as the case may be, shall, from the common expense monies received monthly and from additional assessments, operate, maintain, manage, repair or replace, all portions of an apartment (except interior surfaces) contributing to the support of the apartment building, which portion shall include, but not be limited to, the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling concrete slab, load bearing columns and load bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association, and all such facilities contained within an apartment that services part or parts of the Condominium other than the apartment within which contained. Collect all monthly management fees due for

maintenance and repair work as may be necessary.

Make Contracts for sewer, water, exterior lights, garbage collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium.

Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members and mortgagees holding mortgages covering Condominium parcels, as their respective interest may appear (or as required by law), including, but not limited to, elevator maintenance contracts, if applicable, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration of Condominium.

Funds for the payment of the above and foregoing shall be assessed against the Condominium parcel owners as a common expense. In the event that no management contract is entered upon or outstanding, then the Association shall perform said services.

8. ASSESSMENTS - Assessments for the common expenses against the Condominium parcel owners shall be made by the Board of Governors of the Association, or its delegate, or the Management Corporation if the duties and powers are contracted to such Management Corporation by the Association, as more specifically set forth in the By-Laws, and paid by the Apartment Owners to the Association, or the Management Corporation, in accordance with the following provisions.

A. Share of Expenses - Each Condominium Parcel Owner shall be responsible for the common expenses and any common surplus shall be owned by such condominium parcel owner according to the following percentages:

APT. NO.	%	APT. No.	%	APT. NO.	%	APT. NO.	%
101 A	1.7790	101 B	1.7790	101 C	1.7790	101 D	1.7790
102 A	1.2455	102 B	1.6000	102 C	1.2455	102 D	1.6000
103 A	1.2455	103 B	1.6000	103 C	1.2455	103 D	1.6000
104 A	1.7790	104 B	1.6000	104 C	1.7790	104 D	1.6000
		105 B	1.6000			105 D	1.6000
		106 B	1.6000			106 D	1.6000
		107 B	1.7790			107 D	1.7790
201 A	1.9570	201 B	1.9570	201 C	1.9570	201 D	1.9570
202 A	1.4305	202 B	1.7790	202 C	1.4305	202 D	1.7790
203 A	1.4305	203 B	1.7790	203 C	1.4305	203 D	1.7790
204 A	1.9570	204 B	1.7790	204 C	1.9570	204 D	1.7790
		205 B	1.7790			205 D	1.7790
		206 B	1.7790			206 D	1.7790
		207 B	1.9570			207 D	1.9570
		301 B	1.9570			301 D	1.9570
		302 B	1.7790			302 D	1.7790
		303 B	1.7790			303 D	1.7790
		304 B	1.7790			304 D	1.7790
		305 B	1.7790			305 D	1.7790
		306 B	1.7790			306 D	1.7790
		307 B	1.9570			307 D	1.9570

B. Additional Assessments - The Condominium Association or its delegate is hereby vested with the authority to levy additional assessments from time to time as may be necessary for the

✓  
D. Liability for Assessments - Each Condominium Parcel Owner shall be responsible for all assessments levied upon his separate condominium parcel, including the percentage as set forth in sub-paragraph A above, of the common expenses incurred in the management of the condominium property and the common elements. All unpaid assessments shall bear interest at the rate of eight (8%) percent per annum from the due date until the date of payment. The Condominium Association, or its delegate, or the Management Corporation, shall have a lien upon each Condominium Parcel for unpaid assessments and interest, which lien upon each such Condominium Parcel shall be effective after recording in the Public Records of Pinellas County, Florida, and a proper claim of lien in the name of the Association or its delegate. Said claim of lien shall state the amount due, and the date when due, a description of the Condominium Parcel, and the name of the record owner. Said lien shall secure reasonable attorneys' fees and costs incurred in the collection of the delinquent assessment and for the enforcement of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association, or its delegate, or the Management Corporation, if such powers of the said Association are vested in the Management Corporation by virtue of agreement, in like manner of a foreclosure of a mortgage on real property.

9. ADMINISTRATION - The administration and management of the Condominium property, including but not limited to, the acts required of the Association by this Declaration of Condominium, the maintenance, repair and operation of the common elements, the entering into of contracts on behalf of and for the benefit of the Condominium property, shall be the responsibility of the Association.

A. Power to Delegate Authority - The Association, by and through its Board of Governors, is hereby vested with power to delegate its powers, duties and authority granted by this Declaration of Condominium, by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Governors may elect. That management costs and fees as may be contained in such management contract shall be a common expense.

B. Governing Provisions - The Association shall be governed by the following provisions:

1) The By-Laws of the Association - Exhibit "A" attached hereto and made a part hereof, sets forth the existing By-Laws of the Association by which it shall be governed, provided that the said By-Laws may be amended in accordance with the provisions of this Declaration of Condominium.

2) Rules and Regulations - Exhibit "B", attached hereto and made a part hereof as if set forth in full herein, sets out the existing Rules and Regulations, which may be amended or modified from time to time by the Association or its delegate, provided that said Rules and Regulations need not be recorded as an amendment to the Condominium documents, but the same shall be construed and enforced as a provision of this Declaration.

C. Liability - Notwithstanding the duty of the Association



issuance of mortgage endorsements to the holders of first mortgages upon the Condominium Parcel or Parcels, and, if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual condominium parcel owners, the Association, or its delegate. Such policies and endorsements shall be held by the Association or its delegate, or the Management Corporation.

A. Additional Insurance - Each Condominium Parcel Owner may obtain additional insurance at his own expense, affording coverage upon his apartment, personal property and for his personal tort liability.

B. Condominium Property Coverage - The Association, or its delegate, shall keep insured the Condominium Property in a good and responsible insurance company, or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire or other casualty, in a sum not less than eighty (80%) percent of the insurable replacement value thereof, exclusive of foundation and land. Policies subject to One Hundred (\$100.00) Dollars deduction shall be deemed satisfactory.

All policies issued and renewals thereof on said Condominium Property, and all improvements to the amount of eighty (80%) percent of the insurable or replacement value thereof, as aforesaid, are to be assigned to, and in case of loss, be made payable to the various persons and corporations having an interest therein, as their respective interest may appear.

In the event that a Condominium parcel, or Parcels, shall be damaged or destroyed by fire, or other insured casualty, the Association or Management Corporation shall cause to be commenced, within six (6) months from the date of the payment of damages by the insurer and completed within a reasonable time, the repair, restoration and/or rebuilding of the building, or buildings or improvements, and furnishings so damaged, or destroyed, with a building or buildings, improvements or furnishings substantially in conformity with the original building or buildings, improvements or furnishings.

The building or buildings involved shall be repaired to a conditions as comparable as possible to their condition just prior to the damage. In the event of destruction in excess of fifty (50%) percent of the permanent building or buildings contained within the Condominium property by fire or other perils, and all persons entitled to vote on Amendments to the Declaration of Condominium and By-Laws, as provided in paragraph 15 herein, shall so elect not to reconstruct, then the proceeds of said fire or extended coverage insurance, after the payment of the then existing principal balance on any mortgage encumbering the fee simple title of any Condominium Parcel, shall be disbursed to the various owners of the various leasehold estates of said Condominium Parcels pursuant to their respective agreements.

The amount of damage incurred by each condominium parcel shall be determined by the adjustment established by the insurance company. Said adjustment shall be made on a re-construction or replacement cost basis.

C. Liability Insurance - The Association or its delegate shall maintain a general liability policy in a mutual or stock com-

portions of the Condominium property of which such individual, person or corporation has exclusive possession, and to which the common access is denied to other members of the Condominium or general public.

D. Reconstruction or Repair of Casualty Damage Within An Apartment - Where casualty damage occurs within the boundaries of an apartment of which the Apartment Owner has the responsibility to maintain, in accordance with paragraph 7, sub-paragraph A above, such owner or owners of the apartment or apartments so damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair; providing, however, that in the event said Condominium Parcel Owners fail to so repair the damage, the Association or its delegate may pay for the repairs and assess the costs therefor against such Condominium Parcel Owner, and the same shall be a lien against the Condominium Parcel in the same manner as other liens and assessments.

11. REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ON CONDOMINIUM PARCELS - Real Property taxes and special assessments shall be assessed and collected on the separate Condominium Parcels and not on the Condominium property as a whole.

12. USE RESTRICTIONS - Subject to the provisions of paragraph 6 above, the Condominium property shall be used only for single family residences. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of an annoyance to residents, or which interferes with the peaceful possession of the other Condominium Parcel Owners. Reasonable Rules and Regulations, as hereinabove provided concerning the use of the Condominium property, may be made and amended from time to time by the Association or its delegate. No apartment may be divided or subdivided into a smaller unit, or any portion of a Parcel may be sold or otherwise transferred, without first amending this Declaration of Condominium to show the change in the apartments to be affected.

13. MAINTENANCE OF COMMUNITY INTEREST - In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner of a leasehold estate shall be subject to the following provisions as long as the Condominium exists, and the apartment building in useful condition exists upon the land, which provision each apartment owner covenants to observe:

A. Transfers Subject to Approval -

1) Sale or Assignment of Leasehold - No apartment owner may dispose of an apartment or any interest therein without approval of the Association, excepting to another apartment owner.

2) Gift - If any apartment owner shall acquire his apartment by gift, the continuance of this ownership of such apartment shall be subject to the approval of the Association.

3) Devise or Inheritance - If an Apartment Owner shall acquire his apartment by devise or inheritance, the continuance of his ownership of such apartment shall be subject to the approval of the Association.



1) Notice to Association -

✓  
a) Sale or Assignment of Leasehold - An Apartment owner intending to make a bona fide sale or transfer of his apartment, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association's Board of Governors may reasonably require. All notices given hereunder shall be accompanied by an executed copy of the proposed contract for the sale of the unit, or sale of the leasehold estate of such unit, and delivered to the Chairman or any other officer.

b) Gift, Devise or Inheritance, Other Transfers - An Apartment owner who has obtained his apartment by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association such notice of the acquiring of such Apartment, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's interest.

c) Failure to Give Notice - If the above required notice to the Association is not given, then, at any time after receiving knowledge of the transaction or event transferring ownership or possession, or otherwise, to any apartment, the Association, at its election, without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction, the Association shall proceed as if it received the required notice on the date of such disapproval.

2) Certificate of Approval -

a) Sale or Assignment of Leasehold - If the proposed transaction is a sale or assignment of the leasehold, then within thirty (30) days after receiving such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be so stated in a Certificate executed by the Chairman or Vice-Chairman of the Board of Governors of the Association which shall thereafter be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or assignee.

b) Gift, Devise, Inheritance or Other Transfer - If the Apartment Owner giving notice has acquired his apartment by gift, devise, inheritance, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of the Apartment. If approved, the approval shall be stated in a Certificate executed by the Chairman or Vice-Chairman of the Board of Governors of the Association, which approval shall thereafter be recorded in the Public Records of Pinell County, Florida, at the expense of the apartment owner.

C. Disapproval by Association - If the Association shall disapprove a transfer of the ownership of an apartment, the matter shall be disposed of in the following manner:

a) At the option of such purchaser, or the Association, to be stated in the Agreement, the price to be paid shall be that price stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements, presently being Chapter 57.10 through 57.31 Florida Statutes Annotated.

That the Association and the Apartment owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mailing of the agreement, the purchase price being payable in cash.

b) If the Association shall fail to provide a purchaser upon the demand of an apartment owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default in its agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

2) Sub-lease - If the proposed transaction is a sub-lease, the apartment owner shall be advised of the disapproval in writing, and the sub-lease shall not be made.

3) Gift, Devise or Inheritance, Other Transfers - If the apartment owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner, then, within thirty (30) days after receipt from the apartment owner of notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner, an agreement to purchase the apartment concerned by a purchaser approved by the Association, or by the Association itself, who will purchase and to whom the apartment owner must sell the apartment on the following terms:

a) The sales price shall be the fair market value determined by agreement between the seller and the purchaser of the Association, within thirty (30) days of delivery or mailing of such agreement, In the absence of agreement as to price, the fair market value shall be determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements, presently being Chapter 57.10 through 57.31 Florida Statutes Annotated

That the Association and the Apartment owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the apartment; and a judgment of

purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

D. Mortgage - No apartment owner may mortgage his apartment or any interest in it without the approval of the Association, excepting to a National or State Bank, Life Insurance Company, or a Federal Savings and Loan Association, or to a vendor to secure not more than seventy (70%) percent of the purchase price. The approval of any other mortgage shall be upon the terms and conditions as determined by the Association, or may be arbitrarily withheld.

E. Exceptions - The foregoing provisions of this section entitled "Maintenance of Community Interest", shall not apply to a transfer to or purchase by a National or State Bank, Life Insurance Company or a Federal Savings and Loan Association which acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquired an interest in an apartment at a duly advertised public sale with open biddings, provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

F. Unauthorized Transactions - Any sale, mortgage, lease or sub-lease not authorized pursuant to the terms of this Declaration of Condominium shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT - Each apartment owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws, and Rules and Regulations filed herewith, or as may be adopted from time to time pursuant to the authority herein vested. Failure of any such apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief, in addition to the remedies provided by the Condominium Act.

A. Negligence - An Apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by its use, misuse, occupancy or abandonment of an apartment, or its appurtenances, or of the common elements, by the apartment owner.

B. Costs and Attorneys' Fees - In any proceedings arising because of an alleged failure of an apartment owner, occupant, or lessee, to comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations as may be adopted from time to time, the Association or its delegates, or the

15. AMENDMENT OF DECLARATION OF CONDOMINIUM AND/OR BY-LAWS - This Declaration of Condominium and/or By-Laws may be amended in the following manner:

A. Proposals - Amendments to the Declaration of Condominium and/or By-Laws proposed by either the Condominium Parcel owners or by the Condominium Parcel owners of a leasehold estate having an original term of ten (10) years or more, or the Association, shall be adopted in the following manner:

B. Notice - A written notice of the subject matter of the proposed amendment shall be served upon the fee simple owners of the Condominium Parcels and upon owners of said leasehold estates, by United States mail to the address which they have registered with the Condominium Association. Said notice shall be mailed at least fifteen (15) days prior to the date of the meeting at which the proposed amendment is to be considered.

C. Resolution - A resolution proposing the adoption of amendments to the Declaration of Condominium and/or By-Laws must be approved by seventy-five (75%) percent of said owners, providing that the holders of all liens affecting any of the condominium parcels consent thereto or agree; provided, however, that each condominium parcel shall be entitled to one vote for the owner of the leasehold estate and one vote for the fee simple owner. Providing further, that in the event one or more persons are owners in fee simple of one condominium parcel, or more than one condominium parcel, he or they shall have collectively as many votes as condominium parcels. The condominium parcel owners in fee simple who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

D. Recording - Upon the adoption of the amendment to the Declaration of Condominium and/or By-Laws, the Association, through its officers, shall certify the amendment as having been duly adopted, and shall cause the amendment to be recorded in the Public Records of Pinellas County, Florida, from which time it shall be effective.

16. COVENANTS RUNNING WITH THE LAND - All of the provisions of this Declaration of Condominium, By-Laws and Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

17. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any condominium parcel, the Association or one or more condominium parcel owners shall have the right to purchase such condominium parcel at the foreclosure sale for the amount set forth to be due the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a National or State Bank, a Federal Savings and Loan Association, a Life Insurance company or a vendor-mortgagee from owning a Condominium parcel, and such mortgagee shall have an unrestricted, absolute right to accept title to the Condominium parcel.

18. RESIDENT AGENT - The Resident Agent of the Association to receive service of process is ALBERT C. WERLY, whose business address is: 6641 Central Avenue, St. Petersburg, Florida; who shall serve until he resigns, but shall serve after resignation until his replacement has been designated by the Board of Governors, and the name and residence address of the replacement agent are filed in the Office of the Clerk of the Circuit Court in Pinellas County, Florida.

19. BOARD OF GOVERNORS - The Board of Governors of the Condominium Association, which shall consist of four persons who shall be owners of a Condominium parcel and/or owners of a leasehold estate having an original term of ten (10) years or more, shall be elected in accordance with the provisions of the By-Laws, and shall serve for a period of one (1) year, provided that the first Board of Governors, notwithstanding such ownership of a Condominium parcel, shall consist of the following four persons:

<u>NAME</u>	<u>ADDRESS</u>
ALBERT C. WERLY	6641 Central Avenue St. Petersburg, Florida
SHELDON L. ROTHMAN	4970 11 Avenue North St. Petersburg, Florida
JOHN BEATTY	6890 20th Street South St. Petersburg, Florida
JOSEPH ZAPPALA	8228 132 Street North Seminole, Florida

and the above named individuals, or any successor thereof during the first ten (10) years, need not be an owner, and said individuals shall serve for a period of ten (10) years from the date of filing of this Declaration of Condominium, notwithstanding the provisions of paragraph 5, sub-paragraph K of the By-Laws, and thereafter, until their successors are duly elected in accordance with the terms of the Declaration of Condominium and By-Laws. The above named individuals, or any successor thereof within the first ten (10) years, may be re-elected from time to time to the Board of Governors, notwithstanding ownership of a Condominium parcel.

20. GENERAL PROVISIONS - In the event that the Association shall avail itself of the privilege of delegating and contracting all of its managerial duties, powers and authorities, as provided for in paragraph 9, sub-paragraph A of this Declaration of Condominium, then and in such event, in interpreting and construing this Declaration of Condominium, the word "ASSOCIATION" shall be interchangeable with and a substitute for the term "MANAGEMENT CORPORATION", or "DELEGATE", where the context so requires, to be consistent with the provisions hereof and of any management contract.

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

Wherever the term "OWNER" is used herein, the same shall include owner of leasehold estate.



foreclosure, trustee's sale or otherwise.

Unless by written approval of all holders of first mortgage liens affecting the fee simple title to any condominium parcel, such approval, however, not being unreasonably withheld, the Condominium Association shall not purchase or acquire lands or leaseholds which would result in substantial increase in the common expenses.

21. TERMINATION - All of the unit owners in fee simple, and all of the owners of leasehold estates having an original term of ten (10) years or more, may remove the Condominium Property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, by an instrument to that effect duly recorded. Providing further, that all the holders of all mortgage liens affecting any of the Condominium Parcels must consent thereto and agree by joining in the instruments duly recorded. That their liens shall thereupon be transferred to the percentage of the undivided interest of the unit owner in the property as herein-after provided.

Upon removal of the Condominium property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, the Condominium property shall be deemed to be owned in common by the unit owners. Unless otherwise provided in the Declaration of Condominium, the undivided interest in the property owned in common by each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered into this 21 day of March, 19 69.

Signed, sealed and delivered in the presence of:

*Spring J. Dugan*  
*Charles H. Fisher*

*Albert C. Werly*  
ALBERT C. WERLY

*Ann L. Werly*  
ANN L. WERLY

*John Beatty*  
JOHN BEATTY

*Beatrice Beatty*  
BEATRICE BEATTY

*Sheldon L. Rothman*  
SHELDON L. ROTHMAN

*Arleen E. Rothman*  
ARLENE E. ROTHMAN

*Joseph Zappala*  
JOSEPH ZAPPALA

*Carole V. Zappala*  
CAROLE V. ZAPPALA

STATE OF FLORIDA )

COUNTY OF PINELLAS )

ss:

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ALBERT C. WERLY and ANN L. WERLY, his wife, JOHN BEATTY and BEATRICE BEATTY, his wife, SHELDON L. ROTHMAN and ARLENE E. ROTHMAN, his wife, and JOSEPH ZAPPALA and CAROLE V. ZAPPALA, his wife, to me well known and known to me to be the persons described in and who executed the foregoing Declaration of Condominium, and they