

CONDOMINIUM PLATS PERTAINING HERETO  
ARE RECORDED IN CONDOMINIUM PLAT  
BOOK # PAGES 91 + 92

This instrument was prepared by  
Carl G. Parker, Attorney at Law  
P. O. Box 12078, St. Petersburg, Florida 33733

RECORDED  
PINELLAS COUNTY  
MARION MULLENBERRY  
DEC 10 2 57 PM '69

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O.P. 3221 PAGE 514

DECLARATION OF CONDOMINIUM OWNERSHIP OF  
TOWN ARMS APARTMENTS, INC., NO. 1, a  
CONDOMINIUM

This is a Declaration of Condominium made this 8<sup>th</sup> day  
of December, A. D. 1969, by GALT CONSTRUCTION CO.,  
INC., a corporation existing under the laws of the State of  
Florida, hereinafter referred to as the "Developer", for itself  
and its successors, grantees and assigns, to its grantees and  
assigns, and their heirs, successors and assigns;

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property;  
and

WHEREAS, Developer will erect on said real property a multi-  
unit apartment building and related facilities; and

WHEREAS, Developer desires to submit said real property and  
said apartment building with related facilities to condominium  
ownership, all pursuant to Chapter 63-35, Florida Statutes, 1963,  
known as the Condominium Act;

NOW THEREFORE, the said GALT CONSTRUCTION CO., INC., hereby  
makes the following declarations:

1. The following described property, hereinafter referred  
to as "condominium property" is hereby submitted to condominium  
ownership:

All that part of the South 2/3 of the North 3/4 of the  
East 1/2 of the Northeast 1/4 of the Southeast 1/4 of  
Section 33, Township 29 South, Range 15 East, being more  
particularly described as follows: Begin at the Northeast  
corner of the Southeast 1/4 of said Section 33, Township  
29 South, Range 15 East; thence South 0° 42' 03" West,  
859.07 feet; thence North 89° 24' 42" West, 210.0 feet  
for P. O. B. thence continue along said line along the  
South Right-of-Way of Washington Avenue 456.10 feet; thence  
South 0° 41' 21" West, 141.50 feet; thence South 89° 24' 42"  
East, 456.07 feet; thence North 0° 42' 03" East, 141.50  
feet to P. O. B., LESS AND EXCEPT the West 25.00 feet thereof  
for street purposes. Said land being in Pinellas County,  
Florida;

Subject to such easements that may be noted for utilities  
and drainage which are dedicated for the use of the CORAL  
MANAGEMENT CO. INC., a Florida corporation, for such use  
as may be required and for the use of the telephone, power  
and gas companies as they may require.

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(a) All improvements erected or installed on said land including one building containing fifty-four (54) condominium units and related facilities.

2. The condominium is to be identified by the name TOWN ARMS APARTMENTS, a condominium.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of TOWN ARMS APARTMENTS, INC., NO. 1, a Condominium, a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Condominium Unit - The unit being an apartment space, designated "condominium unit" on the plat, a copy of which is attached to and made a part hereof by reference marked Exhibit "A".

(b) Common Elements - Portion of the condominium property not included in the condominium unit.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Member - An owner who is a member of TOWN ARMS APARTMENTS, INC., NO. 1, a Condominium, a Florida non-profit membership corporation, hereinafter referred to as the "association".

(f) Voting Member - That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel, by a similar written, sworn statement filed with the Secretary.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "A". Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as of the common elements appurtenant thereto.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer is hereby authorized to make whatever changes it may deem necessary

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in the plans and specifications during the construction of improvements on said property.

6. DEVELOPER'S UNITS AND PRIVILEGES: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, Section 6, the following items:

(a) An exclusive easement for the use of air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units, are as follows:

<u>Unit No.</u>	<u>Percent</u>	<u>Unit No.</u>	<u>Percent</u>
101	2.280%	110	1.442%
102	1.550%	111	1.550%
103	2.080%	112	2.070%
104	2.080%	114	2.072%
105	1.550%	115	1.550%
106	2.072%	116	2.070%
107	2.066%	117	2.070%
108	1.550%	118	1.550%
109	1.452%	119	2.273%

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condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter with the exception of those responsibilities for management as provided for by the Association in the aforesaid Maintenance Agreement, shall be as follows:

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

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

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

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

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner, with the exception of those responsibilities for management as provided for by the Association in the aforesaid Maintenance Agreement, shall be as follows:

(1) To maintain in good condition, repair and replace, at his expense, all portions of the unit, except those portions to the maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

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

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

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Unit No.	Percent	Unit No.	Percent
201	2.280%	301	2.280%
202	1.550%	302	1.550%
203	2.080%	303	2.080%
204	2.080%	304	2.080%
205	1.550%	305	1.550%
206	2.072%	306	2.072%
207	2.066%	307	2.066%
208	1.550%	308	1.550%
209	1.452%	309	1.452%
210	1.442%	310	1.442%
211	1.550%	311	1.550%
212	2.070%	312	2.070%
214	2.072%	314	2.072%
215	1.550%	315	1.550%
216	2.070%	316	2.070%
217	2.070%	317	2.070%
218	1.550%	318	1.550%
219	2.273%	319	2.273%

9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. However, with the exception of those expenditures contracted for in that certain Maintenance Agreement with Coral Management Co., Inc., a Florida corporation, a copy of which is attached to and made a part hereof by reference marked Exhibit "B".

The common surplus shall be owned by unit owners in the shares provided in paragraph 8 above.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation shall be TOWN ARMS APARTMENTS, INC., NO. 1, a Condominium, hereinafter called the "Association". The By-Laws of the Association are attached to and made a part hereof by reference marked Exhibit "C".

11. THE ASSOCIATION: The Developer and all persons hereafter owning condominium parcels (owners) whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall be no more than fifty-four (54) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel

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of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages and with cross liability endorsements to cover liabilities of the condominium parcel owners as a group to a condominium parcel owner.

(3) WORKMEN'S COMPENSATION: Workmen's compensation to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvements within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holders of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 17 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold

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which he or it owns. Failure by all members of any single condominium parcel to file the aforementioned written sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) members and not more than seven (7) voting members.

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of three-fourths (3/4ths) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Maintenance Agreement attached as Exhibit "B".

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by warranty deed from the Developer conveying fee simple title to each condominium unit. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said Coral Management Co., Inc. in accordance with the aforesaid Maintenance Agreement.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against whom the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to the 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 mortgage.

Where the Mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said Mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such

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condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter with the exception of those responsibilities for management as provided for by the Association in the aforesaid Maintenance Agreement, shall be as follows:

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

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

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

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

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner, with the exception of those responsibilities for management as provided for by the Association in the aforesaid Maintenance Agreement, shall be as follows:

(1) To maintain in good condition, repair and replace, at his expense, all portions of the unit, except those portions to the maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

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

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

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(4) No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

16. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner, in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws, may apply to a court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

17. INSURANCE: The insurance, other than title insurance, including that provided for in the aforesaid Maintenance Agreement, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the Mortgagees. Condominium parcel owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(b) COVERAGE:

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on said land, including, but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: Public Liability in such amounts and with such coverage as shall be required by the Board

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of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages and with cross liability endorsements to cover liabilities of the condominium parcel owners as a group to a condominium parcel owner.

(3) WORKMEN'S COMPENSATION: Workmen's compensation to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvements within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holders of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 17 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold

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the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but if the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 21 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the major-

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ity of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 21 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagees of the premises damaged.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than Developer shall be subject to the following provisions:

(a) CONVEYANCES, SALES AND TRANSFERS: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association and Coral Management Co., Inc., in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association and Coral Management Co., Inc. Within fifteen (15) days, the Board of Directors of the Association and Coral Management Co., Inc., shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association and Coral Management Co., Inc., fail to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association and Coral Management Co., Inc., disapprove the proposed sale, conveyance or transfer, and a member still desires to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association and Coral Management Co., Inc., of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association and Coral Management Co., Inc., shall promptly notify the members of the Association of the date, price and terms. Any member of the Association or Coral Management Co., Inc., shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the

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notice, provided that he shall so notify the Secretary of the Association or Coral Management Co., Inc., in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association or Coral Management Co., Inc., ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Association or Coral Management Co., Inc., shall promptly forward to the owner. In the event the members of the Association or Coral Management Co., Inc., accept first right of purchase as aforescribed, then the Association and/or Coral Management Co., Inc., must either approve the transaction or furnish a purchaser approved by the Association and/or Coral Management Co., Inc., who will accept the transaction upon the terms and conditions contained in the notice, provided the Association and/or Coral Management Co., Inc., at least ten (10) days before the date of the intended sale or transfer notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association or Coral Management Co., Inc., as a good faith deposit for the intended sale.

In the event the member giving notice received acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association or Coral Management Co., Inc., accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member or Coral Management Co., Inc., shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey all his right, title and interest to the member or Coral Management Co., Inc., making the redemption.

An Affidavit of the Secretary of the Association stating that the Board of Directors of the Association and Coral Management Co., Inc. approved in all respects on a certain date, the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association and Coral Management Co., Inc.

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were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association and Coral Management Co., Inc., disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association and Coral Management Co., Inc., as stated in the affidavit, the redemption rights herein afforded the members of the Association and Coral Management Co., Inc., shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association and Coral Management Co., Inc., shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officers of the Association and Coral Management Co., Inc., are placed on actual notice of said devisee or descendant, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the Association and Coral Management Co., Inc., shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association and/or Coral Management Co., Inc., shall refuse to consent, then the members of the Association and Coral Management Co., Inc., shall be given an opportunity during thirty (30) days next after the last above mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

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In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this paragraph 18 shall be abated until a final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice of petition of any party in interest. The expense of the appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association and/or Coral Management Co., Inc., do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representatives of the Seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

Wherein, in this paragraph 18, reference is made to Coral Management Co., Inc., when the Maintenance Agreement has expired it will not be necessary to obtain the consent or approval of the said Coral Management Co., Inc., in connection with any future conveyance, sales and transfers.

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association and Coral Management Co., Inc.. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.

In the event the Board of Directors approves a rental or Lease, such approval of a Lease or rental shall not release the member from any obligation under this Declaration. Any such Lease or rental shall terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the Lessee.

(c) CORPORATE PURCHASER: If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) TRANSFER: MORTGAGEE - DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner, nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee.

(e) MORTGAGE: No parcel owner may mortgage his parcel

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or any interest therein without the approval of the Association, except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. RESTRAINT UPON SEPARATION AND PARTION: Any transfer of a condominium parcel must include all the elements thereof as aforescribed, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

(a) Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner, and no member or occupant of any one or more of the condominium units shall wash clothing or other fabric material within any of the units.

(b) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and the common elements, which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using owner's property, by, through, or under him, do likewise.

(d) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(e) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" signs in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit either inside or outside.

(f) Not allow any children under sixteen (16) years of

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age to reside on the premises, except as permitted under the regulations established from time to time by the Association.

(g) Make or cause no structural alteration to and in the buildings, specifically including, but not limited to, screening, or enclosure of private balconies and/or affixing outside shutters to windows, except storm shutters, the design and make to be approved by the Association, or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building.

(h) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agents shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger automobiles or passenger stationwagons in the parking space allotted.

(j) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from the outside of said units.

(k) Other than street apparel, bermuda shorts for both men and women shall be allowed while on or about the premises, provided that men are also attired in shirts and women are attired in blouses. No one shall be attired in a bathing suit on or about the premises, unless they are wearing a beach robe, other than at the pool site.

(l) Not be permitted to mechanically make any adjustments whatsoever, without first obtaining the permission of the Maintenance Contractor, with reference to any of the equipment found in the meter room, boiler room or washer and drier room.

(m) Not mechanically adjust or repair the television amplifier.

21. TERMINATION: The condominium may be terminated in the following manner:

(a) AGREEMENT: The termination of the condominium may be affected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

(b) The Maintenance Agreement attached as Exhibit "B" shall survive any termination of the condominium and shall con-

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tinue to be an obligation of the parcel owners and shall continue to be a lien against the parcel owner's interest.

22. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

23. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provisions contained in a conveyance of a condominium parcel whether by judgment or court order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purposes measuring lives shall be those of the incorporators of the Association.

24. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 63-35, Acts of the Legislature of the State of Florida.

25. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors, and Officers has entered into an agreement with CORAL MANAGEMENT CO., INC., entitled "Maintenance Agreement". Amendment or revision of such Maintenance Agreement shall not require the procedures for an amendment or change to the Declaration or the By-Laws and may be accomplished by an expression thereof executed by the Board of Directors of the Association and the Manager with the formality required for deed and duly filed among the public records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said Maintenance Agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said Maintenance Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said Maintenance Agreement; (c) ratifying, confirming and approving each and every provision of said Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and (d) agreeing that the

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persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association are owners of some or all of the stock of CORAL MANAGEMENT CO., INC., and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Maintenance Agreement in whole or in part. The Maintenance Agreement, each and every provision thereof and the acts of the Board of Directors and Officers of the Association, entering into such Agreement be and the same are hereby ratified, confirmed, approved and adopted.

IN WITNESS WHEREOF, GALT CONSTRUCTION CO., INC., a Florida Corporation, has caused these presents to be signed in its name by the President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Margie A. Wilson

GALT CONSTRUCTION CO., INC.

By Julius Green

ATTEST: Herman Geller

For good and valuable considerations, the receipt whereof is hereby acknowledged, TOWN ARMS APARTMENTS, INC., NO. 1, a Florida non-profit membership corporation hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, TOWN ARMS APARTMENTS INC., NO. 1, has caused these presents to be signed in its name by the President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Margie A. Wilson  
Meryl Burkholder

TOWN APARTMENTS INC., NO. 1

By Julius Green

Attest: Herman Geller

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF PINELLAS )

I HEREBY CERTIFY, That on this 8<sup>th</sup> day of December, 1969, before me, personally appeared JULIUS GREEN and HERMAN GELLER,

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*Post Office Box 12078*  
*St. Petersburg, Florida 33733*

Persident and Secretary respectively of GALT CONSTRUCTION CO., INC. a Florida Corporation, and TOWN APARTMENTS, INC., NO. 1, a Florida non-profit membership Corporation, 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 the said corporations.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas and State of Florida, the day and year last aforesaid.

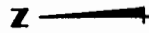
*Maria J. [Signature]*  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA of LARGE  
MY COMMISSION EXPIRES JULY 22, 1970  
BONDED THROUGH FRED W. DIESTELHORST

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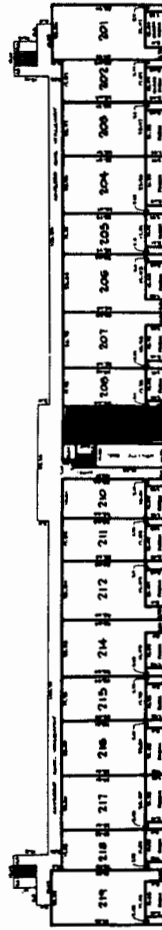


# Town Arms APARTMENTS A CONDOMINIUM

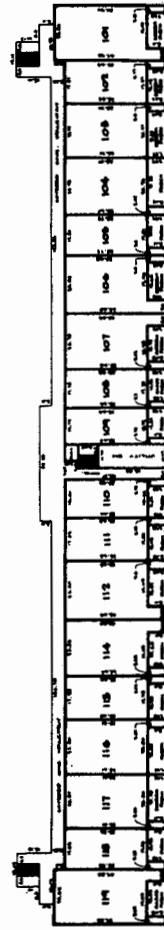


UNIT NUMBER	SQ. FT.	APPROX. VALUE
101	1,000	\$100,000
102	1,000	\$100,000
103	1,000	\$100,000
104	1,000	\$100,000
105	1,000	\$100,000
106	1,000	\$100,000
107	1,000	\$100,000
108	1,000	\$100,000
109	1,000	\$100,000
110	1,000	\$100,000
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196	1,000	\$100,000
197	1,000	\$100,000
198	1,000	\$100,000
199	1,000	\$100,000
200	1,000	\$100,000

THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

ELEVATION

101	1,000	\$100,000
102	1,000	\$100,000
103	1,000	\$100,000
104	1,000	\$100,000
105	1,000	\$100,000
106	1,000	\$100,000
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196	1,000	\$100,000
197	1,000	\$100,000
198	1,000	\$100,000
199	1,000	\$100,000
200	1,000	\$100,000

PREPARED BY  
**JOHN C. BRENNAN & ASSOCIATES**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 1481 FOURTH STREET SO., ST. PETERSBURG, FLA.

MAINTENANCE AGREEMENT

THIS AGREEMENT, Made and entered into this 20 day of December, 1969, by and between CORAL MANAGEMENT CO., INC., a corporation existing under the laws of the State of Florida, party of the first part, hereinafter called the "Maintenance Contractor", and TOWN ARMS APARTMENTS, INC., NO. 1, a non-profit corporation existing under the laws of the State of Florida, party of the second part, hereinafter called the "Association".

W I T N E S S E T H:

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 building containing fifty-four (54) units and related facilities, legally described as :

All that part of the South 2/3 of the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 29 South, Range 15 East, being more particularly described as follows: Begin at the Northeast corner of the Southeast 1/4 of said Section 33, Township 29 South, Range 15 East; thence South 0°42'03"West, 859.07 feet; thence North 89°24'42" West, 210.0 feet, for P.O.B. thence continue along said line along the South Right-of-Way of Washington Avenue 456.10 feet; thence South 0°41'21"West, 141.50 feet; thence South 89°24'42" East, 456.07 feet; thence North 0°42'03"East 141.50 feet to P.O.B.; LESS AND EXCEPT the West 25.00 feet thereof for street purposes.. Said Land being in Pinellas County, Florida.

Subject to such easements that may be noted for utilities and drainage which are dedicated for the use of the CORAL MANAGEMENT CO., INC., a Florida Corporation, for such use as may be required and for the use of the telephone, power and gas companies as they may require;

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 and no/100ths (\$10.00) 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. That this Maintenance Agreement shall run for a period of thirty-five (35) years from the date hereof.
2. The Maintenance Contractor shall provide and carry and

"EXHIBIT "B"  
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pay for public liability insurance for a minimum coverage of One Million Dollars (\$1,000,000.00) Single limit bodily injury and/or property damage; and insurance covering fire and extended coverage on the building, consisting of fifty-four (54) 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 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 gas for cooking and heating to each individual unit and to a boiler located in the boiler room, which shall supply the units with hot water. The Maintenance Contractor 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 gas cooking range and the gas fired heating furnace in the various condominium units. It is specifically understood that the Maintenance Contractor shall only be responsible for the maintenance and servicing of gas lines, water lines, sewer lines and condensation lines up to the point of entry of the building, and under no circumstances shall the Maintenance Contractor be responsible for the maintenance of gas lines, water lines, sewer lines and condensation lines which are a 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. In addition thereto, the Maintenance Contractor shall supply all condominium units with hot and cold running water. However, Maintenance Contractor shall not be responsible for replacing piping from the hot water boiler to the various units, nor will said Maintenance Contractor be responsible for replacing the hot water boiler.

5. The Maintenance Contractor shall only be responsible for the following services to be performed toward the care of the lawns and shrubbery:

- (a) cutting, seeding and fertilizing the grass as needed;
- (b) trimming of shrubbery and fertilizing as needed;
- (c) watering grass and shrubbery.

It is specifically understood that the Maintenance Contractor shall not be responsible, nor be required to replace the lawn and/or the shrubbery, or be responsible for any damage caused to the lawn and or shrubbery by any act of God, which shall include but not be limited to wind, flooding, hurricane, frost or freezing, etc.

6. That the Maintenance Contractor shall provide, service and maintain the lighting for the exterior of the condominium building, including the lighting of the hallways and other portions of the common elements.

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7. That the Maintenance Contractor shall provide garbage and trash collections, which collections shall not be less than two nor more than three pickups per week.

8. 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.

9. 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; all walls inside screen porch areas are considered as interior walls rather than exterior walls. 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. The Maintenance Contractor further agrees to keep the condominium building and the areas included in the common elements "broom swept" and neat and presentable in appearance at all times.

10. That the Maintenance Contractor covenants and agrees, at its own expense, to procure and keep in force, public liability and workmen's compensation insurance to protect the Maintenance Contractor and the 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 its workmen are performing any duties under the terms of this Agreement, for a minimum coverage of One Million and no/100ths (\$1,000,000.00) Dollars single limit bodily injury and/or property damage.

11. 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 of any of its agents, employees 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.

12. It is understood and agreed that the expenses of this Maintenance Agreement shall be apportioned to each condominium parcel owner in the condominium as follows:

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- (A) Units: 109, 110, 209, 210, 309, 310
- (B) Units: 102, 105, 108, 111, 115, 118  
202, 205, 208, 211, 215, 218  
302, 305, 308, 311, 315, 318
- (C) Units: 103, 104, 116, 117  
203, 204, 216, 217  
303, 304, 316, 317
- (D) Units: 106, 107, 112, 114  
206, 207, 212, 214  
306, 307, 312, 314
- (E) Units: 101, 119  
201, 219  
301, 319

(A)	(B)	(C)	(D)	(E)	FROM	THROUGH
\$46.00	\$49.00	\$51.00	\$53.00	\$55.00		12/31/73
49.00	52.00	54.00	56.00	58.00	1/1/74	12/31/77
52.00	55.00	57.00	59.00	61.00	1/1/78	12/31/81
55.00	58.00	60.00	62.00	64.00	1/1/82	12/31/85
58.00	61.00	63.00	65.00	67.00	1/1/86	12/31/89
61.00	64.00	67.00	68.00	70.00	1/1/90	12/31/93
64.00	67.00	70.00	71.00	73.00	1/1/94	12/31/97
67.00	70.00	73.00	74.00	76.00	1/1/98	12/31/01
70.00	73.00	76.00	77.00	79.00	1/1/02	Balance of contract

The primary obligation, however, for payment to the Maintenance Contractor shall be by the condominium parcel 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 monthly as of the date of closing and/or date of occupancy of the condominium unit, whichever shall occur first. 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 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 the authority of the collections by the Maintenance Contractor from the various condominium owners to the said Association. That in such event such a delegation is

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made by the Maintenance Contractor, the payment due to the Maintenance Contractor by the Association shall be in the gross amount as indicated above monthly, and shall be payable on the first day of each and every month commencing from the date of closing and/or occupancy of the condominium unit, whichever shall occur first, and in the event the Association fails to pay the amounts provided for hereinabove to the Maintenance Contractor by the tenth 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 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 home-stead 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 and gas main lines and all connections therewith that lie within the easements of the above described property.

16. In the event GALT CONSTRUCTION CO., INC., shall become in default in any of the terms and conditions of that certain mortgage and note from GALT CONSTRUCTION CO., INC., a Florida Corporation, to the Marine Bank & Trust Company, a National Banking Corporation, dated October 9, 1968, and filed February 5, 1969 in O. R. Book 3009, Page 28, as Clerk's Instrument No. 69-012193, public records of Pinellas County, Florida, and the said Marine Bank & Trust Company is entitled to foreclose said mortgage, then and in that event, this Maintenance Agreement may be terminated, at the option of Marine Bank & Trust Company, notwithstanding the provisions of paragraph one (1) hereof.

17. Electric washer and/or drier may be installed in various units at owner's expense, with the written approval of the Maintenance Contractor and the Board of Directors of TOWN ARMS APARTMENTS, INC., NO. 1, and in the event of installation of either or both, such units shall be charged an additional monthly maintenance fee of \$3.00.

18. In the execution of this Maintenance Agreement between the parties hereto, it is expressly understood that the duties of CORAL MANAGEMENT CO, INC., herein referred to as Maintenance Contractor, consist of furnishing certain services, maintenance

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and repairs of existing facilities as hereinabove set forth; however, such Contractor shall not be responsible for the replacement of such facilities or any of them.

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

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

Signed, Sealed and Delivered in the Presence of:

Margaret Wilson  
Mary L. Parkdale

CORAL MANAGEMENT CO., INC.

By Julius Green

Attest: Herman Geller

TOWN ARMS APARTMENTS, INC., NO. 1

By Julius Green

Attest: Herman Geller

STATE OF FLORIDA )  
                          )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY That on this 8<sup>th</sup> day of December, 1969, before me personally appeared JULIUS GREEN and HERMAN GELLER, President and Secretary respectively of CORAL MANAGEMENT CO., INC., a corporation existing under the laws of the State of Florida, and TOWN ARMS APARTMENTS, INC., NO. 1, a non-profit membership 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 St. Petersburg, Pinellas County, Florida, the day and year last aforesaid.

Maria L. Lee  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA of LARGE  
MY COMMISSION EXPIRES JULY 22, 1970  
BONDED THROUGH FRED W. DIESTELHORST

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BY-LAWS OF  
TOWN ARMS APARTMENTS, INC., NO. 1  
a Florida non-stock, non-profit membership Corporation

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ARTICLE I  
GENERAL

Section 1. The Name: The name of the Corporation shall be  
TOWN ARMS APARTMENTS, INC., NO. 1,  
a Condominium.

Section 2. Principal Office: The principal office of the Corporation shall be 911 Washington Avenue, Largo, Pinellas County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of Town Arms Apartments, INC., No. 1, a Condominium, and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identity: That in addition to the within By-Laws being the By-Laws of Town Arms Apartments, Inc., No. 1, a Condominium these By-Laws are established pursuant to Section II of the Florida Condominium Act, Chapter 65-35, Florida Statutes, 1963, and are hereby annexed to and made a part of the Declaration of Condominium of Town Arms Apartments, Inc., No. 1, a Condominium.

ARTICLE II  
DIRECTORS

Section 1. Number and Term: The number of Directors which shall constitute the whole Board shall be not less than five (5), nor more than seven (7). Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members; thereafter, all Directors shall be members. Within the limits above specified, the number of Directors shall be determined by the members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or

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EXHIBIT "C"

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otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board, if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of:

Julius Green  
 Herman Geller  
 Carl G. Parker  
 Anthony S. Battaglia  
 Howard P. Ross

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided any or all of the said Directors shall be subject to replacement in the event of resignation or death as above described.

Section 5. Powers: The property and business of the Corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owner.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

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F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

G. To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager, such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth.

**IMPORTANT!**

ATTACH THIS TO BLUE BOOK "TOWN-ARMS DECLARATION OF CONDOMINIUMS" pg.550: AS READ AND PASSED AT THE ANNUAL MEETING DECEMBER 6, 1971.

PETS: In the interest of health and quiet, dogs in residence cannot and shall not be replaced, and no new dogs shall or will be allowed. Also CATS.

CARPORTS: Carports can be built only on the South side of the parking lot and the design must be submitted to the Board of Directors to insure conformity.

PAGE 541-Sec.5 under "POWERS OF THE BOARD OF DIRECTORS" add paragraphF: "The Board shall have no authority to approve or authorize any capital expenditure in excess of \$100.00 without securing at least 3 bids, including one from Gel-Met Corp. or Coral Mgt.

of Directors shall be required.

C. Special meetings of the Board may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) Directors.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present

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thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call.
- B. Reading of minutes of last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Report of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 9. Annual Statement: The Board shall present not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Corporation.

ARTICLE III  
OFFICERS

Section 1. Executive Officers: The executive officers of the Corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. If the Board so determines there may be more than one vice president.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as it may deem necessary who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, a Secretary, and a Treasurer, none of whom, excepting the President, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their

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stead. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

A. The President shall be the chief executive officer of the Corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the Corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors' meetings in one or more books provided for that purpose.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such members.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all powers and required to perform all duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation

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and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, or these By-Laws.

B. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation.

Section 9. Vacancies: If the office of any Director, or of the President, Vice President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any Director or other officer may resign his office at any time; such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV  
MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. There shall be no more than fifty-four (54) members of this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

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Section 3. Voting Members: That member designated by the owner or owners as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall be not more than fifty-four (54) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

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 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. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration.

ARTICLE V  
MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation or other place as may be stated in the notice.

Section 2. Annual Meeting; The first annual meeting of the members of the corporation shall be held on the first Monday of December, 1970, unless sooner callable in accordance with the provisions of Article III of the Articles of Incorporation.

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Regular annual meetings subsequent to 1970 shall be held on the first Monday of December of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by units with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of fourteen (14) members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of special meetings of members shall state the time, place and object thereof and shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 7. Quorum: Fifty-one per cent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such

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quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI  
NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Articles of Incorporation or of these By-Laws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the Corporation.

Section 2. Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of the Statutes, or of the Articles of Incorporation, or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII  
FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation, shall be signed by any two of the following Officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may, from time to time, designate.

ARTICLE VIII  
SEAL

The Seal of the Corporation shall have inscribed thereon the

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name of the Corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX  
ESCROW ACCOUNT FOR REAL PROPERTY TAXES

The Association shall have the option of allowing its individual members to account for the real property taxes on their condominium parcels by making payment therefor direct to the tax collector in and for Pinellas County, Florida; OR, in the alternative, the Association shall provide for an escrow account for real property taxes in the following manner:

There shall be established by the Treasurer in a local federal savings and loan association, and maintained, a savings deposit account for the purpose of accumulating sufficient funds to pay individual real property taxes assessed for each condominium parcel.

On the first day of each and every month, each condominium parcel owner may deposit with the Treasurer a sum that is determined by the Association to be calculated upon a monthly basis for real property taxes for the year 1970, and on the 20th day of November of each year, the Treasurer shall re-calculate the said sums based upon the estimated or known yearly real property tax assessments in order to establish substantially correct escrow sums for the subsequent year.

The Treasurer shall at all times maintain a current register containing, among other things, the name of each owner, together with his amount of escrow deposit paid in to the Association by said owner.

Upon owner's receipt of the real property tax bill, he shall present same to the Treasurer for payment. Upon presentation, the Treasurer shall inform the owner of any tax deficiency in order to pay said taxes and in the event of a deficiency, the owner shall deposit forthwith the said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation, cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an average accumulated deposit of escrow funds by any owner, the Treasurer, upon owner's request, shall cause a draft to be issued from said account payable to the owner and deliver same to the owner, provided that overages may only be claimed during the months of November and December, and after said owner's current real property tax bill has been paid in full.

In the event a condominium parcel owner does not present for payment a tax bill or evidence a paid-in-full real property tax bill for his parcel on or before March 15th of each year, then the Treasurer shall, without notice, cause a draft to be issued

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from said account in the sum of the tax bill, if said owner has paid a like sum into escrow, and pay said sum to the taxing authority for an on behalf of said owner. In the event said owner does not have sufficient escrow funds on hand to pay said taxes, the Treasurer shall issue an assessment against said owner for any deficiency amount, which assessment shall be payable within three (3) days of notification of same, and shall constitute and be considered a special assessment pursuant to and enforceable under the terms, conditions and covenants of the Declaration of Condominium and these By-Laws.

The requirement for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions wherein the owner's default was for non-payment of any assessment required to be paid pursuant to the Declaration of Condominium.

Any interest earned on said escrow savings account shall be considered common surplus and be distributed in accordance with the Declaration of Condominium to those who have contributed to said escrow.

Any condominium parcel owner required to establish a separate escrow tax account by an institutional mortgagee holding a mortgage upon his parcel shall not be required to deposit to escrow funds as hereinabove provided, provided the Treasurer is in receipt of a letter from said institution to the effect that said tax escrow account is being maintained in accordance with said institution's rules and regulations.

Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for purposes of any state and county real property taxes pro-rata to his ownership of the said common elements as more particularly set forth in the Declaration of Condominium, only in the event the condominium parcel owner qualifies for said homestead exemption.

However, whichever option the Association approves by a fifty-one (51%) per cent vote of its membership shall be controlling on all members.

ARTICLE X  
HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located in the property, and the conduct of all residents thereof:

A. The condominium units shall be used for residential purposes only.

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B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the condominium units shall be consistent with existing law, these restrictions, and so long as such use does not constitute a nuisance.

D. Condominium units may not be used for business use or for any commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced or misused in any manner.

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors..

G. No children under the age of sixteen (16) years shall be permitted to live as permanent residents in the condominium units; provided however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time.

H. Parking spaces may be used in accordance with the allocations designated from time to time, by the Association.

ARTICLE XI  
DEFAULT

A. In the event an owner of a condominium parcel does not pay sums, charges or assessments required to be paid to the Corporation within thirty (30) days from the due date, the Corporation acting on its own behalf or through its Board of Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a Receiver if it so requests. The Corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the Corporation may, through its Board of Directors or manager acting on behalf of the Corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges, or assessments required to be paid to the Corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the Corporation and as a result thereof, the interest of the said

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owner in and to such condominium parcel is sold, then , at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include, but not be limited to, advertising expense, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

B. In the event of violation of the provisions of the enabling Declaration, Articles of Incorporation or restrictions and By-Laws, as the same are now or may hereafter be constituted, the Corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the Corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII  
REGISTERS

Section 1. The Secretary of the Corporation shall maintain a register in the corporate office showing the names and addresses of members.

Section 2. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of Twenty-five Dollars (\$25.00) to cover the cost of

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contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The Corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the Corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIII  
SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself, and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Pinellas County, the State of Florida, or the United States of America.

ARTICLE XIV  
AMENDMENT OF BY-LAWS

The By-Laws of the Corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members, by a three-fourths (3/4ths) vote of all members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XV  
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used, in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

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

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WARRANTY DEED

THIS WARRANTY DEED, Made and executed this \_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_, by GALT CONSTRUCTION CO., INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Pinellas and State of Florida, hereinafter called the "GRANTOR" to

whose mailing address is Unit \_\_\_\_\_, 911 Washington Avenue, Largo, Pinellas County, State of Florida, hereinafter called the "GRANTEE"

(Whenever used herein, the terms "GRANTOR" and "GRANTEE" shall be construed to include the masculine, feminine, singular or plural as the context indicates, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

W I T N E S S E T H:

That the Grantor for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents, does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property in Pinellas County, Florida, viz:

Town Arms Apartments Unit No. \_\_\_\_\_ from the condominium plat of TOWN ARMS APARTMENTS, INC., NO. 1, according to Condominium Plat Book \_\_\_\_\_ pages \_\_\_\_\_, public records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed \_\_\_\_\_ 1969, in O.R. Book \_\_\_\_\_, page \_\_\_\_\_ as Clerk's Instrument No. \_\_\_\_\_, public records of Pinellas County, Florida, together with an undivided \_\_\_\_\_% share in the common elements appurtenant thereto.

A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interests in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that it is lawfully seized of said real property in fee simple; that it has good right and lawful authority to sell and convey said property; that it hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said real property is free of all encumbrances less and except the following:

S P E C I M E N D E E D

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1. Taxes and assessments for the year 19\_\_\_\_ and subsequent years.
2. Conditions, restrictions, reservations, covenants, limitations and easements of record.
3. Governmental zoning.
4. Questions of location, measurement and survey.
5. Declaration of Condominium of TOWN ARMS APARTMENTS, INC., NO.1, a condominium filed \_\_\_\_\_ in O.R. Book \_\_\_\_\_ page \_\_\_\_\_, as Clerk's Instrument No. \_\_\_\_\_, public records of Pinellas County, Florida; together with the Maintenance Agreement with Coral Management Co., Inc., a Florida Corporation; and together with the By-Laws of TOWN ARMS APARTMENTS INC., NO. 1, a non-profit Florida Corporation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

GALT CONSTRUCTION CO., INC.

\_\_\_\_\_

By \_\_\_\_\_  
President

\_\_\_\_\_

Attest \_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS )

I HEREBY CERTIFY That on this \_\_\_\_ day of \_\_\_\_\_ 1969, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ President and Secretary respectively of GALT CONSTRUCTION CO., INC., a corporation existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Warranty Deed 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 seal of said Corporation, and the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at said County and State, the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

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Post Office Box 13078  
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A F F I D A V I T

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

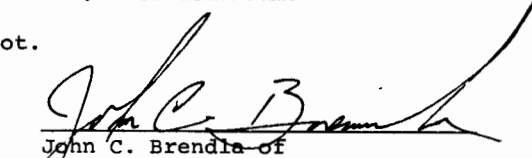
I HEREBY CERTIFY, That on this day personally appeared before me, the undersigned authority, JOHN C. BRENDLA, of JOHN C. BRENDLA AND ASSOCIATES, who, after being duly sworn as required by law, deposes and says:

1. That the plat of TOWN ARMS APARTMENTS, a Condominium, is as attached to and made a part of that certain Declaration of Condominium as Exhibit "A", to which this Affidavit is attached, and is a true and correct representation of the improvements therein described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

2. That from said survey and other documents recorded in said Declaration of Condominium of TOWN ARMS APARTMENTS, INC., NO. 1, can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08 (e), Florida Statutes, 1963, and is and shall be made a part of the aforesaid Declaration of Condominium of TOWN ARMS APARTMENTS, INC., NO. 1, a Condominium.

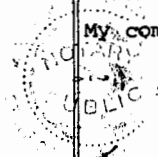
Further Affiant said not.

  
John C. Brendla of  
JOHN C. BRENDLA AND ASSOCIATES  
Registered Land Surveyor No. 1269  
Registered Engineer No. 8192

Sworn to and subscribed before me this 6 day of November 1969.

  
Notary Public

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires APR. 30, 1973



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*St. Petersburg, Florida 33733*

# State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,  
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation

of

TOWN ARMS APARTMENTS, INC., NO. 1,

a Condominium

a corporation not for profit organized and existing under the Laws of the  
State of Florida, filed on the 12th day of November,  
A.D., 19 69 as shown by the records of this office.

Given under my hand and the Great Seal of the  
State of Florida, at Tallahassee, the Capital,  
this the 13th day of November,  
A.D. 19 69.



*Tom Adams*  
Secretary of State

FILED  
NOV 12 3 43 AM '69  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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:

TOWN ARMS APARTMENTS, INC., NO. 1,  
a Condominium

II.

The purpose for which the corporation is organized shall be to buy, sell, lease or sub-lease and 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 TOWN ARMS APARTMENTS, a Condominium, the land on which said building shall be situated being legally described as follows:

All that part of the South 2/3 of the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 29 South, Range 15 East, being more particularly described as follows: Begin at the Northeast corner of the Southeast 1/4 of said Section 33, Township 29 South, Range 15 East; thence South 0° 42' 03" West, 859.07 feet; thence North 89° 24' 42" West, 210.0 feet for P. O. B. thence continue along said line along the South Right-of-Way of Washington Avenue 456.10 feet; thence South 0° 41' 21" West, 141.50 feet; thence South 89° 24' 42" East, 456.07 feet; thence North 0° 42' 03" East, 141.50 feet to P.O.B. LESS AND EXCEPT the West 25.00 feet thereof for street purposes. Said land being in Pinellas County, Florida;

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Subject to such easements that may be noted for utilities and drainage which are dedicated for the use of the CORAL MANAGEMENT CO. INC., a Florida corporation, for such use as may be required and for the use of the telephone, power and gas companies as they may require.

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 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 the physical appearance of the buildings, 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, entitled Corporations Not For Profit.

### III.

GALT CONSTRUCTION CO., 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:

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(a) Legal description as more fully set forth in Article II herein.

(b) All improvements erected or installed on said land including one (1) building containing fifty-four (54) 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 fifty (50) condominium units to the individual grantees, as said condominium units are defined in the Declaration of Condominium or 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. The principal place of business of this Corporation shall be located at 911 Washington Avenue, Largo, Pinellas County, State of Florida.

V.

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

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Julius Green 2100 62nd Avenue North  
St. Petersburg, Florida

Herman Geller 2100 62nd Avenue North  
St. Petersburg, Florida

Carl G. Parker 3835 Central Avenue  
St. Petersburg, Florida

V.

The affairs of the Corporation shall be managed by a President Vice President, Secretary and 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 five (5) 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 the 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:

Julius Green	2100 62 Avenue North St. Petersburg, Florida	President & Director
Carl G. Parker	3835 Central Avenue St. Petersburg, Florida	Vice Pres. & Director
Herman Geller	2100 62 Avenue North St. Petersburg, Florida	Secretary & Director
Anthony S. Battaglia	3835 Central Avenue St. Petersburg, Fla.	Treasurer & Director
Howard P. Ross	3835 Central Avenue St. Petersburg, Florida	Director

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VIII.

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

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.

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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 apartment building , 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 or 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 the 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 (3/4ths) of the then present members of the Corporation, which may be accomplished at any regular or special

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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 recision of Article II hereinabove and 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.

XIII.

In the event this corporation shall become dormant, inactive and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this Corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, including, but not limited to, the provisions of the Maintenance Agreement as it may pertain to this Corporation, then the said Corporation shall revert back to the original incorporators or their designated attorney-in-fact for

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A F F I D A V I T

STATE OF FLORIDA )  
 )  
 ) ss.  
COUNTY OF PINELLAS )

Before me, the undersigned authority, this day personally appeared JULIUS GREEN, hwo, after being duly sworn as required by law, deposes and says:

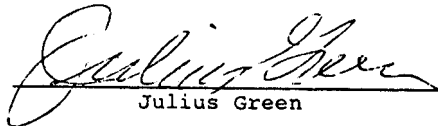
1. That he is the President of GALT CONSTRUCTION CO., INC., a Florida corporation.


2. That as President of said GALT CONSTRUCTION CO., INC., a Florida corporation, he has no objections to said corporation being mentioned in the Articles of Incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as TOWN ARMS APARTMENTS, INC., NO. 1, a Condominium, and hereby consents to the use of said corporation name in the aforesaid condominium corporation.

3. That this consent shall be attached to and made a part of the charter of TOWN ARMS APARTMENTS, INC., NO. 1, a Condominium, as though set forth therein in full.

4. Further Affiant saith not.

Sworn to and subscribed before me this 6<sup>th</sup> day of November, 1969.

  
Julius Green

  
Notary Public  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA ex LARGF  
MY COMMISSION EXPIRES JULY 22, 1970  
BONDED THROUGH FRED W. DIESTELHORST

*Law Office*  
*Parker, Battaglia and Ross*  
*3835 Central Avenue*  
*Post Office Box 12018*  
*St. Petersburg, Florida 33733*

AMENDMENT TO DECLARATION OF CONDOMINIUM  
 OWNERSHIP OF TOWN ARMS APARTMENTS, INC.  
 911 Washington Avenue SW, Largo, Fl.

This amendment to the Declaration of Condominium Ownership of Town Arms Apartments, Inc., a corporation not-for-profit existing under the laws of the State of Florida, was adopted following notice to all owners at a regular meeting of the Association June 12, 1990 at which time the following amendment was adopted by more than seventy-five (75%) per cent of the owners pursuant to paragraph 12 of this Declaration of Condominium Ownership:

01 RECORDING  
 REC 600  
 DS \_\_\_\_\_  
 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 MTF \_\_\_\_\_  
 P/C \_\_\_\_\_  
 REV \_\_\_\_\_  
 TOTAL 600

In Book 3221, page 514 the following is to be added

7.1. Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit to the exclusion of all other units.

(a) Parking Spaces. Each unit shall have assigned to it a parking space as a limited common element, which parking space shall be for the exclusive use of the occupant of the unit. Therefore, fifty-four (54) parking spaces will be considered as limited common elements. All other spaces shall be deemed as part of the common element and will be available for guest parking.

(b) A unit owner, whose parking space includes covered parking shall together with other owners with covered parking space, be responsible for funding the cost of maintenance and repair of the covers. Funding will be on an equal basis.

(c) Covered parking spaces shall be permitted only on the South side of the parking area.

(d) All maintenance and/or repair is the responsibility of the Board of Directors but funding is the responsibility of the individual to whom the carport is assigned.

(e) Paving and painting of markers will be the responsibility of the Association and will be funded from a reserve fund designated for that purpose.

(f) Parking spaces may be reassigned only with the approval of the Board of Directors. Covered parking spaces may be rented if not used by the occupant of the apartment, but not if the occupant of the apartment desires to use a parking space.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

By Howard E. Pyles  
 Howard E. Pyles, President

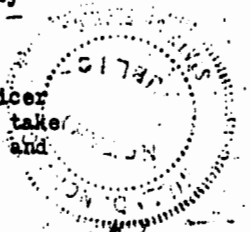
(CORPORATE SEAL)

Bernice Diehl  
 Bernice Diehl, Secretary



STATE OF FLORIDA  
 COUNTY OF PINELLAS

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Howard E. Pyles and Bernice Diehl whose signatures appear above.



PREPARED BY & RETURN TO: ✓  
 Howard Pyles  
 911 Washington Avenue SW #319  
 Largo, FL 34640

Jerald Norum  
 Notary Public  
 9-27-90

Notary Public, State of Florida  
 My Commission Expires Nov. 17, 1990  
 Bonded Thru Troy Fain - Insurance Inc.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 4 Pages 91 and 92.

Town Arms Apartments, Inc., No. 1  
911 Washington Ave. S.W.  
Largo, FL 33770

**CONSENT TO AMEND DECLARATION OF CONDOMINIUM  
OWNERSHIP OF TOWN ARMS APARTMENTS, INC.,  
NO. 1, a CONDOMINIUM**

We, the undersigned Unit owners of Town Arms Apartments, Inc., No. 1 (the "Association"), pursuant to the Bylaws of the Association and §617.0701(4)(a), Florida Statutes, consent to the amendment of the Declaration of Condominium of the Association, as adopted by the Board of Directors on October 3, 2000, to make the following change:

Article 20., OBLIGATIONS OF MEMBERS, is amended to read as follows:

(f) Not allow any children under sixteen (16) years of age to reside on the premises, except as permitted under the regulations established from time to time by the Association. All residents or potential residents must fill out a residency application and must be approved in writing by the Board of Directors. A resident shall be defined as anyone residing in a Condominium Unit on the property for thirty (30) or more calendar days. If a guest resides in a Condominium Unit for thirty (30) or more days, then the guest shall be classified as a resident and must fill out a residency application and be approved in writing by the Board of Directors. A \$100.00 application fee will be charged by the Association for the processing of residency applications.

Unit number	Date	Printed Name	Signature
114	11-9-2000	J. M. CLARK	James M Clark
109	11-9-2000	Veda M. Stiff	Veda M Stiff
106	11-9-2000	JACK & CARDY W. CRAWFORD	Carol W Crawford
105	11-9-2000	BERNARD MAHARREY	Bernard Maharrey
103	11-9-2000	R.T. FRANCIS	Rachel T. Francis
207	11-9-2000	CHARLES M. JOHNSON	Charles M Johnson
207	11-9-2000	EUFENE R. FUCHS	Eufene R Fuchs
310	11-9-00	RON S. FIANTAGONE	Ron S Fiantagone
117	11-9-00	Florence Jackson	Florence Jackson
119	11-9-00	JAMIE JARVIS	Jamie Jarvis
319	11-9-00	Pamela Taylor	Pamela Taylor
218	11-9-00	ROBERT L. WINKLER	Robert L Winkler
219	11-9	Mark Gustin	Mark Gustin
214	11-9-2000	Mary Doyal	Mary Doyal
110	11-9-00	Stephen Doyal	Stephen Doyal
210	11/9/00	Laura W. Murphy	Laura W Murphy
204	11/9/00	C. DiMarino	C. DiMarino
205	11/10/00	JAMES COURTIN	James J. Courtin
303	11-10-00	Phyllis Crawford	Phyllis A Crawford
118	11-10-00	FRANK GRYGIEL	Frank Grygiel
202	11-10-00	Dorothy L. Winkler	Dorothy L. Winkler
208	11-10-2000	Virginia M. Pyles	Virginia M Pyles
301	11-10-2000	ANASTASIA-BROWN	Anastasia Brown
306	11-10-00	Vernon-Helen-Gilbert	Vernon H Gilbert
112	11/11/00	Nick Mitsida	Nick Mitsida
201	11/11/00	Nick Mitsida	Nick Mitsida
212	11/11/00	William E. Bennett	William E Bennett
311	11/11/2000	KAREN GALINSKI	Karen Galinski
204	11-11-00	Melanie Taterus	Melanie Taterus
111	11-12-2000	MARIE F.H. Singer	Marie F.H. Singer

