

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP OF
TERRACE PARK OF FIVE TOWNS
ASSOCIATION NO. 26, INC.**

**ASTOR/BELMONT/CAMBRIDGE
BUILDINGS**

TERRACE PARK OF FIVE TOWNS ASSOCIATION NO. 26, INC.
8110 TERRACE GARDEN DRIVE NORTH
ST. PETERSBURG, FL. 33709

May 9, 2013

Dear Unit Owner:

We are enclosing the Restated and Amended Documents for Terrace Park of Five Towns Association No. 26, Inc. Your Document change Committee worked many long hours producing these documents. We feel it will be much easier to read and understand. All of the amendments over the years have been incorporated.

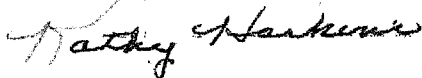
Please destroy the legal size documents in your possession. They are obsolete and of no value.

Please keep these in a safe place and will be needed if and when you sell your unit.

If you have any questions please feel free to call.

Sincerely,

TERRACE PARK OF FIVE TOWNS ASSOCIATION NO. 26, INC.



Kathy Harkins,
President (For the Board)

Prepared by and return to:
Anne M. Hathorn, Esq
Becker & Poliakoff, P.A.
311 Park Place Blvd., Suite 250
Clearwater, FL 33759

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2013047012 02/08/2013 at 01:46 PM
OFF REC BK: 17884 PG: 2125-2185
DocType:RST RECORDING: \$520.00

**CERTIFICATE OF RECORDING AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OWNERSHIP OF TERRACE PARK OF FIVE TOWNS, NO. 26 –
ASTOR/BELMONT/CAMBRIDGE BUILDINGS – A CONDOMINIUM, AMENDED
AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND
RESTATED BY-LAWS OF TERRACE PARK OF FIVE TOWNS, NO. 26, INC.**

WHEREAS, Terrace Park of Five Towns, No. 26, Inc. (hereinafter "Association") is the Florida not-for-profit corporation required by the Condominium Act to operate and maintain Terrace Park of Five Towns, No. 26 – Astor/Belmont/Cambridge Buildings – a Condominium, according to the Declaration of Condominium thereof, as originally recorded in Official Records Book 5344 at Page 761, et seq. of the Public Records of Pinellas County, Florida;

WHEREAS, the Association is required by Florida Statutes, Section 718.111(12)(a), to maintain copies of the Declaration of Condominium, and the Articles of Incorporation and Bylaws of the Association, which are Exhibits to said Declaration of Condominium, and amendments to these documents (hereinafter collectively "Governing Documents"), as recorded in the Pinellas County Public Records, as part of the Association's Official Records pursuant to said statute; and

WHEREAS, the Association has created and attached hereto a set of integrated and restated Governing Documents which contains all original and amended provisions of the Governing Documents, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents and were duly and properly recorded in the Public Records of Pinellas County, Florida; and

WHEREAS, the integrated and restated Governing Documents do not contain any new amendments which are not currently of record in the Pinellas County Public Records; and

WHEREAS, the Association is desirous of recording the integrated and restated Governing Documents in order to have the most up to date and consolidated version of the Governing Documents available in an easy to read format for prospective and current owners, and in order to be able to utilize the integrated and restated Governing Documents as part of its Official Records, as required by said statute and Rule 61B-23.002(7)(c), Florida Administrative Code;

NOW, THEREFORE, the Association files the attached integrated and restated Governing Documents as its Official Governing Documents and reference to previously recorded Governing Documents and amendments thereto is not required to obtain the accurate text.

IN WITNESS WHEREOF, we have affixed our hands this 30 day of JANUARY, 2013, at Pinellas County, Florida.

WITNESSES:

TERRACE PARK OF FIVE TOWNS, NO. 26, INC.

Kelli Makepeace
Printed Name: Kelli Makepeace

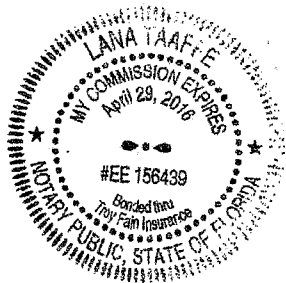
By: Kathleen M. Harkins
Kathleen M. Harkins, President

Francine Smith
Printed Name: Francine Smith

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30 day of JANUARY, 2013, by Kathleen M. Harkins, as President of Terrace Park of Five Towns, No. 26, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of JANUARY, 2013.



Lana Taaffe
Notary Public; State of Florida

Printed Name: _____

My commission expires: 4/29/16

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP OF TERRACE PARK OF FIVE TOWNS, NO. 26 -
ASTOR/BELMONT/CAMBRIDGE BUILDINGS, A CONDOMINIUM**

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM
SEE CURRENT DECLARATION OF CONDOMINIUM FOR CURRENT TEXT**

In a Declaration of Condominium recorded at O. R. Book 5344, Page 761, et seq., of the Pinellas County Public Records on May 5, 1982, the Condominium Developer did submit condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Pinellas County, Florida, more particularly described below.

The Condominium Property is further described at Condominium Plat Book 60, Page 31, et seq., of the Pinellas County Public Records.

Said Declaration was subsequently amended as follows:

Amendment recorded at O. R. Book 5348, Page 1101, et seq., Pinellas County Public Records
Amendment recorded at O. R. Book 6956, Page 0704, et seq., Pinellas County Public Records
Amendment recorded at O. R. Book 9318, Page 1579, et seq., Pinellas County Public Records
Amendment recorded at O. R. Book 16099, Page 1963, et seq., Pinellas County Public Records
Amendment recorded at O. R. Book 16688, Page 2088, et seq., Pinellas County Public Records
Amendment recorded at O. R. Book 17511, Page 1680, et seq., Pinellas County Public Records

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described below and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as amended from time to time.

1. **PROPERTY:** The following described property hereinafter referred to as "Condominium Property" is hereby submitted to condominium ownership:

**LEGAL DESCRIPTION
OF
TERRACE PARK OF FIVE TOWNS, NO. 26 A CONDOMINIUM**

Commencing at the South 1/4 Corner of Section 36, Township 30 South, Range 15 East, also described as the Southwest Corner of Government Lot 10 of said Section 36, run North 00° 06' 27" East, 50.00 feet; thence South 89° 44' 03" East, 1359.20 feet; thence North 00° 06' 27" East 1368.37 feet; thence South 89° 53' 33" East, 20.00 feet; thence North 00° 06' 27" East, 701.51 feet; thence North 89° 53' 33" West, 61.36 feet to the intersection with a curve; thence along the arc of a curve to the left, having a radius of 829.00 feet, arc length of 190.84 feet, chord North 20° 51' 06" West, 190.42 feet to a Point on Curve; thence South 62° 33' 13"

West, on a radial line to said curve, 12.00 feet to the Point of Beginning; thence South 61° 49' 02" West, 161.00 feet; thence North 78° 26' 00" West, 123.00 feet, thence South 56° 25' 58" West, 164.00 feet; thence North 29° 13' 28" West, 17.24 feet; thence South 54° 52' 00" West, 136.50 feet; thence South 84° 08' 30" West, 134.81 feet to the P.C. of a curve concave to the East; thence by a curve to the right, having a radius of 220.00 feet, arc length of 252.90 feet, chord North 20° 20' 48" East, 239.20 feet to a Point of compound curvature; thence by a curve to the right, having a radius of 15 feet, arc length of 14.05 feet, chord North 80° 06' 21" East, 13.54 feet to a Point of Reverse Curvature; thence by a curve to the left, having a radius of 151.50 feet, arc length of 133.53 feet, chord North 81° 40' 58" East, 129.25 feet to a Point of Tangency; thence North 56° 25' 58" East, 118.00 feet to a Point of Curvature; thence by a curve to the right, having a radius of 227.00 feet, arc length of 377.90 feet, chord South 75° 52' 30" East, 335.75 feet to a Point of Compound Curvature; thence by a curve to the right, having a radius of 817.00 feet, arc length of 10.50 feet, chord South 27° 48' 53" East, 10.50 feet to the Point of Beginning. Said Tract Containing 2.563 acres.

2. NAME: The condominium is to be identified by the name of TERRACE PARK OF FIVE TOWNS, NO. 26, A CONDOMINIUM.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of Terrace Park of Five Towns, No. 26, Inc., a non-profit Florida Corporation, the following words shall have the definitions as hereinafter stated, to-wit:

- a. "Assessment" means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.
- b. "Association" means the entity responsible for the operation of a condominium.
- c. "Board of Administration" means the Board of Directors or other representative body responsible for administration of the Association.
- d. "By-Laws" means the by-laws for the government of the condominium as the condominium exists from time to time.
- e. "Common Elements" means the portions of the condominium property not included in the units.
- f. "Common Expenses" means the expenses for which the unit owners are liable to the Association.
- g. "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses".
- h. "Condominium" is that form of ownership of condominium property under which units are subject to ownership by one or more undivided share in the common elements.

- i. "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- j. "Condominium Property" means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- k. "Declaration" or "Declaration of Condominium" means the instrument or instruments by which a condominium is created and such instrument or instruments as they are from time to time amended.
- l. "Developer" means an entity who creates a condominium, or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term developer shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for assignment, when they have acquired or leased the units for their own occupancy or use. The definition shall be construed liberally to accord substantial justice to a unit owner or lessee.

Turnover of control of the Association occurred more than twenty (20) years ago, and the rights and obligations of the Developer expired at that time. All rights and duties reserved or designated to the Developer have passed to the Board of Directors of the Association, as applicable. All references to rights or obligations of the Developer are hereby deleted in the Declaration of Condominium, and in the Association Articles of Incorporation and By-Laws. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly. Please see previously recorded Declaration of Condominium, Articles of Incorporation and By-Laws for prior text.

- m. "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.
- n. "Unit" means a part of the condominium property which is to be subject to private ownership. A unit may be in improvements, land, or land and improvements together, as specified in this Declaration.
- o. "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel.
- p. "Residential Condominium" means a condominium comprising condominium units, any of which are intended for use as a private residence, domicile or homestead.
- q. "Member" means an owner of a condominium parcel who is a member of TERRACE PARK OF FIVE TOWNS, NO. 26, INC., a Florida non-profit membership corporation, be it an individual, partnership or corporate entity, hereinafter referred to as the "Association".

- r. "Voting Member" means that member designated by the owner or owners, be it an individual, partnership or corporate entity, as recorded in the public records of Pinellas County, Florida, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, who shall continue to cast the vote for all such owners until such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single condominium parcels by a similar statement filed with the Secretary.
- s. "Institutional Mortgages" means a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.

4. IDENTIFICATION: The Condominium Units and all other improvements to be constructed on the Condominium Property are set forth in the plat attached as Exhibit "A". The construction of the improvements described thereon shall be completed so that such material, together with the wording of this Declaration, is a true and correct representation of the improvements described, and there can be determined therefrom the identification, relative locations and approximate dimensions of the Common Elements and of each Unit. Each Condominium Unit is identified by a number as shown on the plat attached hereto so that no Unit bears the same designation as does any other Unit. Each unit shall include that part of the building containing the unit that lies within the following boundaries:

- a. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - i. Upper Boundaries. The finished ceiling elevations of the unit.
 - ii. Lower Boundaries. The finished floor of the unit.
- b. Perimetrical Boundaries. The perimetrical boundaries of the unit extend from the interior unfinished boundary walls to opposing interior unfinished surface, to their intersection with the upper and lower boundaries.

5. COMMON ELEMENTS: Common Elements as hereinabove defined shall include within its meaning the following items:

- a. The land on which the improvements are located and any other land included in the Condominium Property whether or not contiguous (see Exhibit "A").
- b. All parts of the improvements which are not included within the Units.
- c. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.

- d. An easement of support in every portion of a Unit which contributes to the support of a building.
- e. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.
- f. The property and installations in connection therewith required for the furnishing of services to more than one Condominium Unit or to the Common Elements.
- g. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- h. An undivided share in the Common Surplus.
- i. Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.
- j. Easement or encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exists or hereafter may exist, and such easements shall continue until such encroachment no longer exists.
- k. The exclusive right to use such portion of the Common Elements as may be provided by this Declaration.

6. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares stated as percentages in the Common Elements appurtenant to each Condominium Unit area as follows:

ASTOR BUILDING

<u>Unit/Percentage/Type</u>			<u>Unit/Percentage/Type</u>		
101	3.899	OC-1	106	3.901	OC-1
102	3.830	IC-1	201	3.830	OC-2
103	3.758	I-1	202	3.758	I-2
104	3.758	I-1	203	3.758	I-2
105	3.830	IC-1	204	3.830	OC-2

BELMONT BUILDING

<u>Unit/Percentage/Type</u>			<u>Unit/Percentage/Type</u>		
101	3.901	OC-1	201	3.901	OC-2
102	3.830	IC-1	202	3.830	IC-2
103	3.830	IC-1	203	3.830	IC-2
104	3.901	OC-1	204	3.901	OC-2

CAMBRIDGE BUILDING

<u>Unit/Percentage/Type</u>		
-----------------------------	--	--

101	3.901	OC-1
-----	-------	------

102	3.830	IC-1
-----	-------	------

103	3.830	IC-1
-----	-------	------

104	3.901	OC-1
-----	-------	------

<u>Unit/Percentage/Type</u>		
-----------------------------	--	--

201	3.901	OC-2
-----	-------	------

202	3.830	IC-2
-----	-------	------

203	3.830	IC-2
-----	-------	------

204	3.901	OC-2
-----	-------	------

7. COMMON EXPENSES AND COMMON SURPLUS:

- a. Common expenses shall include the expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by the law, this Declaration or the By-Laws. Common expenses also include the expenses of bulk cable television and bulk exterior pest control, although cable television shall be billed as permitted by law; and any and all expenses paid to Vesta Property Services, Inc., its successors and assigns, pursuant to the Service and Maintenance Agreement. The Association acknowledges that it is still subject to the Service and Maintenance Agreement attached and made a part hereof by reference and marked Exhibit "B". The current Maintenance Company is Vesta Property Services, Inc.
- b. Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 6. 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. Such payments shall be due and payable to the Association and the Association shall have the right and authority to collect such payments, and the Association shall have the further right to distribute such payments in accordance with the Condominium laws of the State of Florida.
- c. The Common Surplus shall be owned by Unit Owners in the shares as provided in Paragraph 6 above.

8. 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 TERRACE PARK OF FIVE TOWNS, NO 26, INC., A CONDOMINIUM, hereinafter called the "Association". The Articles of Incorporation are attached hereto and made a part hereof by reference and marked Exhibit "C", and the By-Laws of the Association are attached hereto and made a part hereof by reference and marked Exhibit "D".

9. AMENDMENT OF DECLARATION:

- a. This Declaration may be amended by affirmative vote of a majority of the Condominium Parcel owners 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 an institutional mortgagee having a mortgage

or other lien against any one or more Condominium Parcels, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Service and Maintenance Agreement, attached hereto as Exhibit "B", or the "Maintenance Company", save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the Condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the members of the Association present or represented in written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County, Florida; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

- b. However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion of percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus, unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment. If it shall appear through scrivener's error that all of the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses of ownership of Common Surplus fail to equal one hundred percent (100%), (or it shall appear that through such error more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the owners of the Units and the owners of liens thereon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Unit Owner shall be required to join in or execute such an amendment.

10. TYPE OF OWNERSHIP. Ownership of each Condominium Parcel shall be by Warranty Deed conveying fee simple title to each Condominium Parcel. There shall be included in each parcel the undivided share in the Common Elements herein specified.

11. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel by the Association as provided in Paragraphs 6 and 7 above, including those expenses which may be incurred for services which have been contracted by the Board of Directors of the Association in accordance with the Service and Maintenance Agreement aforesaid. The Board of Directors shall have the right to renegotiate said Service and Maintenance Agreement from time to time during the term of the contract by a majority vote of said Board. THE BOARD OF DIRECTORS SHALL HAVE THE AUTHORITY, AS INDICATED IN THE BY-LAWS, TO CONTRACT FOR AND ASSESS ANY INCREASES IN THE SAID SERVICE AND

MAINTENANCE AGREEMENT WITHOUT THE APPROVAL OF THE UNIT OWNERS OF THE ASSOCIATION.

Every assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorneys' fees, shall be paid by the unit owner when due. Assessments not paid within ten (10) days of the due date shall be deemed late. The Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the assessment due. The foregoing method of applying payments will be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

As an additional right and remedy of Association, upon default in the payment of assessments as aforesaid and after ten (10) days' prior written notice to the applicable condominium parcel owner, the Association may declare the assessment installments for the remainder of the fiscal year to be accelerated and such amount shall thereupon be immediately due and payable.

Failure to pay any assessment when due shall entitle the Association to the right to record and foreclose a Claim of Lien as set forth in Chapter 718.116, Florida Statutes. All assessments which are not paid shall bear interest at the highest rate allowed by law.

Unless otherwise provided in Chapter 718, Florida Statutes, as the same may be amended or renumbered from time to time, a first mortgagee, or its successor or assignee who acquires title to a unit by foreclosure or a deed in lieu of foreclosure, is liable for the unpaid assessments that became due before the first mortgagee's acquisition of title in the lesser amount of: (i) the unit's unpaid common expenses and unpaid regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title, or (ii) 1% of the original mortgage debt.

12. MAINTENANCE: The responsibility for the maintenance of the condominium units and parcels as it may apply hereafter, with the exception of those responsibilities for maintenance and services as provided for by the Association in the hereafter attached Service and Maintenance Agreement, shall be as follows:

- a. By the Association: The Association shall maintain, repair and replace at the Association's own expense:
 - i. All portions of the units, except interior wall surfaces, contributing to the support of the building, which portion shall include, but not be limited to, the outside walls of the building and load bearing columns.
 - ii. All conduits, ducts, plumbing, gas pipes, wiring and other facilities for the furnishing of utility service 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 a condominium unit which

service part or parts of the condominium other than the unit within which it is contained or in the common elements so that Maintenance Company can perform its contract obligations.

- iii. All incidental damage caused to a condominium unit by such work shall be promptly repaired at the expense of the Association.

b. By Each Unit Owner: The responsibility of the unit owner with the exception of those responsibilities for management as provided for by the Association in the aforesaid Service and Maintenance Agreement, shall be as follows:

- i. To maintain in good condition, promptly repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, which shall include but not be limited to the following:
 - (a) Repair of water leaks within unit.
 - (b) Repair any and all gas and/or electrical defects, as the case may be, within the unit.
 - (c) Repair any and all heating defects within the unit. In the event that such repairs are not made by the unit owner within fifteen (15) days after notice by the Association, or the Association shall have the right to enter the unit and make such repairs and assess the unit owner accordingly, and unit owner shall not deny entry to the Association.
 - (d) To maintain the interior of the unit at all times in a manner, which would prevent the development of mold, mildew, or the like. In the event that mold or mildew or other health-impairing growths occur in the unit, the condominium parcel owner shall take immediate action to remove the growths, and to sterilize the unit. If mold or mildew or other growth causes damage to the portions of the unit, which are maintained by the Association, or the *Common Elements*, or to any other unit, the costs of all repairs and remediation will be borne by the condominium parcel owner of the unit from which the mold originated. Repairs to the portions of the unit which are maintained by the Association, or to the Common Elements, shall be made by the Association, and the cost will be assessed against the unit from which the mold or mildew originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under this Declaration.
 - (e) To maintain the interior of the unit at all times in a manner, which would prevent water damage. In the event that water leakage causes damage to the portions of the unit, which are maintained by

the Association, or to Common Elements, or to any other unit, the costs of all repairs and remediation will be borne by the condominium parcel owner of the unit from which the water originated. Repairs to the portions of the unit which are maintained by the Association, or to the Common Elements, shall be made by the Association, and the cost will be assessed against the unit from which the water originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under this Declaration.

- (f) To maintain the interior of the unit at all times in a manner, which would prevent termite damage. In the event that termite damage causes damage to the portions of the unit, which are maintained by the Association, or to Common Elements, or to any other unit, the costs of all repairs and remediation will be borne by the condominium parcel owner of the unit from which the termite damage originated. Repairs to the portions of the unit which are maintained by the Association, or to the Common Elements, shall be made by the Association, and the cost will be assessed against the unit from which the termite damage originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under this Declaration.
- ii. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
- iii. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- iv. No unit 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.
- v. No unit owner shall install a gas dryer in the unit. The units have not been designed to accommodate a gas dryer and installation of same may result in a fire hazard.
- vi. Each unit owner shall maintain, repair and replace, at his or her expense, all windows within the walls bounding the unit and, to the extent such windows are not within the unit boundaries as defined in Paragraph 4 of this Declaration, such windows shall be deemed limited common elements. If the unit owners choose to install hurricane shutters on such windows, the unit owners will be responsible to maintain, repair and replace same. The Board may adopt and amend from time to time rules and regulations establishing specifications for the maintenance, repair and

replacement of windows and hurricane shutters, including, but not limited to, style, color, appearance and such other factors as the Board of Directors deems to be necessary and proper. The Association may, as a common expense, inspect windows in the walls bounding the unit from time to time in the discretion of the Board to verify that the windows are timely and properly maintained, repaired and replaced, as necessary, by the unit owners pursuant hereto.

- c. **Material Alterations:** Whenever in the judgment of the Board of Directors, the Common Elements, Association property, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements), the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. The cost and expense of any such additions, alterations or improvements to such Common Elements, Association property, or any part thereof, shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

13. **ENFORCEMENT OF MAINTENANCE:** In the event any owner fails to maintain his unit 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 improvement within the unit in good condition. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under this Declaration. 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.

14. **INSURANCE:** Each building contained in this condominium shall be insured separately, but under one master policy. The insurance provided for shall be governed by the following provisions:

- a. All insurance policies upon the condominium property shall be purchased by the Association, and provisions shall be made for the issuance of certificate of mortgage endorsements to any institutional mortgagee. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.
- b. **Coverage:**
 - i. **Casualty:** All buildings and improvements upon the land and all personal property included in the condominium property, and other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurance replacement value, excluding

foundation and excavation costs. 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. The Board of Directors of the Association shall have the right to contract for additional casualty and property damage insurance as they may deem necessary at the expense of the Association.

- ii. **Public Liability:** In addition to the public liability coverage as provided for by the Service and Maintenance Agreement as set forth in Exhibit "B" attached hereto, the Board of Directors of the Association shall have the right to contract for additional public liability insurance as may be deemed necessary at the expense of the Association, as listed below.
 - iii. **Flood Insurance Protection:** Under the Flood Disaster Protection Act of 1973, if required, to meet the requirement of the law.
 - iv. **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, except as is provided for in the Service and Maintenance Agreement.
 - d. All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their institutional 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 damages 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 such unit owners and any institutional mortgagees holding mortgages on said units, 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 first mortgagees holding mortgages on the units.
 - 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 majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the said building(s), same shall be abandoned subject to the provisions of Paragraph 18 hereinafter. As evidence of the eligible 'voting 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 on said building(s) shall be affixed.

- h. Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claim for damage to improvements within the units or common elements.
- i. In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to Paragraph 11 of this Declaration.
- j. Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":
 - i. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
 - ii. If the damage or loss is limited to the common elements, with no, or minimum damage or loss to any individual units, and if such loss or damage to the common elements is less than Fifty Thousand Dollars (\$50,000.00), the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.
 - iii. If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of Fifty Thousand Dollars (\$50,000.00), the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association. The insurance company may rely upon the certificate of the Association. All payees shall deliver paid bills and waivers of Mechanics' liens to the Association and execute any affidavit required by law or by the Association.

- iv. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises.
- v. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all owners in proportion to the owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repair and restoration of the property.
- vi. In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.
- k. "Very Substantial" Damage: As used in this Declaration or any other context dealing with this Condominium, the term, "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage placed as per Paragraph 12.a. hereinabove becomes payable. Should such "very substantial" damage occur, then:
 - i. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof, subject to conditions as outlined in Paragraph 14(j)(4).
 - ii. The provisions of Paragraph 14(a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so

provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

iii. Thereupon a membership meeting of the damaged building(s) shall be called by the Board of Directors of the Association, to be held not later than thirty (30) days after the casualty to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

- (a) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred percent (100%) of the total votes of the members of said damaged building(s) shall vote to abandon the building(s), in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 718.117, Florida Statutes, effective as of the date of recordation of this document.
- (b) If the net insurance proceeds available for restoration and repair, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred percent (100%) of the total votes of the members of the said damaged building(s) vote against such special assessment and to abandon the building(s), then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 718.117, Florida Statutes, effective as of the date of recordation of this document. In the event a majority of seventy-five percent (75%) of the total votes of the members of the building(s) vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the said damaged building(s) and to vote a special assessment, the unit owner shall be obligated to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

- iv. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

15. 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, resale, leasing rental and transfer of units by any owner, whether he is the owner or represents the owner, shall be subject to the following provisions:

- a. Conveyances, Sales and Transfers: Prior to the sales 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 the Maintenance Company, 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. Within fifteen (15) days, the Board of Directors of the Association 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 fails 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 the Maintenance Company disapprove the proposed sale, conveyance or transfer, and a member shall still desire 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 the Maintenance Company 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 parcel. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association and the Maintenance Company shall promptly notify the members of the Association of the date, price and terms. Any member of the Association or the Maintenance Company shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association or the Maintenance Company, 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 the Maintenance Company ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association or the Maintenance Company shall promptly forward to the owner. In the event no members of the Association or the Maintenance Company accept first right or purchase as aforesaid, then the Association and/or the Maintenance Company must either approve the transaction upon the terms and conditions contained in the notice, provided the Association and/or the Maintenance Company, 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 percent (10%) of the purchase price with the Association or the

Maintenance Company as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one 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 the Maintenance Company, 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 the Maintenance Company 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 parcel, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title and interest to the member or the Maintenance Company making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association and the Maintenance Company, 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 the Maintenance Company were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association and the Maintenance Company 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 of the Board of Directors of the Association and the Maintenance Company, as stated in the affidavit, the redemption rights herein afforded the members of the Association and the Maintenance Company 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 residence 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 deceased 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 such decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person other than the surviving spouse or members of his family as afore-described, 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 afore-described, the Board of Directors of the Association and the Maintenance Company shall within thirty (30) days' notice, served upon the President or any other officers of the Association and the Maintenance Company, of proper evidence of rightful designation of such devisee of decedent, express their refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association and the Maintenance Company shall consent, in writing, ownership of the condominium parcel may be transferred to the person 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 the Maintenance Company shall refuse to consent, then the members of the Association and the Maintenance Company shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered fair market value of the 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 15 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 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 the Maintenance Company 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 representative 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 15, reference is made to the Maintenance Company when the Service and Maintenance Agreement, or any extensions thereof, has expired, it will not be necessary to obtain the consent or approval of the said Maintenance Company in connection with any further conveyances, sales and transfers.

- b. Rental or Lease: A condominium parcel shall not be leased or rented without the prior approval of the Association, and the terms and conditions of said lease are subject to the approval of the Board of Directors. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

A unit owner may only rent his or her unit for not less than One Hundred Ninety (190) days during any one yearly rental period. A rental period shall commence upon the date that the Board of Directors approves said rental or lease and the yearly period shall begin on the same date and time as said lease has been approved and shall be based upon a twelve (12) month period from that date. No unit may be leased for a period less than as provided herein, notwithstanding any provision contained herein to the contrary.

No unit owner may rent or lease an apartment during the first two (2) years of ownership. At no time shall more than ten (10%) percent of the units be occupied by other than the owner(s). Ten (10%) percent shall be four (4) units. The term "rental unit" shall mean all units occupied by other than the registered owner(s). This restriction will take effect upon being recorded in the Pinellas County Public Records, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of recording shall continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the 10% limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the lease. Requests for rental approval which are received after the 10% limit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval if and when the numbers of rentals fall below the 10% limit in order of their receipt by the Association.

- c. Transfer: Mortgagee: Notwithstanding anything to the contrary herein, the provisions of this Paragraph 15 shall not be applicable to a transfer to an institutional mortgagee, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such institutional mortgagee becomes an owner.
- d. Mortgage: No owner may mortgage his condominium parcel or any interest therein without the approval of the Association, except to a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company and/or a real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.
- e. The Association shall have the right to charge a fee for the transfer or lease of a unit by its owner of up to \$100.00 per applicant, other than husband and wife, or up to such maximum amount as may be allowed by Florida law, as amended from time to time, the exact amount to be determined by the Board of Directors from time to time, to cover the costs of contacting the references given by the applicant

and such other costs of investigation, including credit and background checks, that may be incurred by the Board of Directors. The fee is to be paid to the Board with the required notice, as set forth above, and no transfer will be processed until the fee is paid.

- f. The Association neither has the duty to purchase or lease the unit, nor to provide an alternate purchaser/owner or lessee, nor assumes any responsibility for the denial of a sale or lease, if the denial is based upon, including but not limited to, any of the following factors:
- i. Criminal Activity. The person seeking approval (which includes all proposed occupants) has been convicted of a criminal offense involving violence to persons, theft, or destruction of property; a felony demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior.
 - ii. Violation of Condominium Documents. The sale, lease, ownership, possession, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking approval (including all proposed occupants) is acting or intends to act in a manner inconsistent with the Condominium Documents, or that the sale, lease, ownership, or possession, if approved, would result in a violation of the Condominium Documents.
 - iii. Nuisance. The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights or property of others as evidenced by criminal history; conduct in other communities, social organizations, or associations; or by conduct in this condominium as a lessee, occupant, or guest.
 - iv. No Cooperation. The person seeking approval (including all proposed occupants) or the unit owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation.
 - v. Delinquency. The person seeking to sell, rent, own, or possess the unit (including all proposed occupants) is delinquent in the payment of any Assessments, Charges, fines, or other sums owed to the Association, or such Assessments, Charges, fines, or other sums owed to the Association have not been paid in full.

16. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as afore-described, including, but not

limited to, the condominium parcel owner's share in the common elements and his Association membership.

17. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every 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. A "single family" shall be defined herein as: (a) one person living alone; (b) two persons related by blood, marriage or adoption, and their immediate family; or (c) two persons living together as a single housekeeping unit. "Immediate Family" is defined as the parents, children, or grandchildren (and their respective spouses) of the owner or the owner's spouse. No more than four (4) persons can permanently occupy a unit.
- 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 units 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 have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units 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" sign 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 inside or outside.
- f. Make no repairs, additions or deletions 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 shall pay for and be responsible for plumbing and electrical repairs within the common elements, unless otherwise provided for in Chapter 718, Florida Statutes.

- g. Every unit owner shall be assigned one covered parking space per unit, for automobile parking only. Parking shall be limited to passenger automobiles, as defined by the Board of Directors through adopted rules, and any other type of vehicle is specifically excluded, including, but not limited to trailers of any kind or campers. Washing of any vehicles shall not be allowed.
- h. 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 the units.
- i. 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.
- j. Not be permitted to use city water to water the lawn or shrubbery.
- k. Not allowed to install any additional gas appliances without the written approval of the Board of Directors.
- l. Patio areas must be kept clean, neat and orderly at all times. Barbeque grills other than electric grills are not permitted within the patio area or common elements.
- m. Not make or cause any structural alteration to and in the building, specifically including, but not limited to screening, or enclosure of patios and/or affixing outside shutters to windows, except storm windows, the design and make to be approved by the Association, and/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.
- n. Not cause to be constructed or build any additional air conditioning or fan equipment attached to the walls, windows or doors or displayed in such a manner as to be seen from the outside of the building.
- o. Not cover by shutters, awnings, screens, or otherwise, any outside windows or doors of his unit without first obtaining the prior written consent of the Association.
- p. Comply with the following age restriction: After the effective date of this amendment, at least one person fifty-five (55) years of age or older must be an occupant of each unit while any person occupies said unit. Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy and reside in a unit as long as at least one of the occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of eighteen (18) shall be allowed to permanently reside in or occupy a residence. For purposes of occupancy by persons under eighteen (18) years of age,

"permanent" occupancy shall be set by the Board of Directors. The board shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988, as amended from time to time, and the Housing for Older Persons Act of 1995. The Board of Directors shall have the power to make hardship exceptions to this provision, in the event of death or permanent disability of a unit owner, so long as not less than eighty (80%) percent of the units in the condominium are occupied in accordance with the criteria contained herein. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times and to establish policies in order to comply with the requirements of the Fair Housing Amendments Act of 1988, as amended from time to time, and the Housing for Older Persons Act of 1995.

- q. Be allowed to occupy the unit with one dog or one cat which shall not exceed twenty-five (25) pounds. Nothing in this pet restriction shall prohibit an owner from having tropical or other fish kept in aquariums of less than fifty (50) gallons or domestic birds.
- r. Not to permit any contractor or repairman to perform any repairs or improvements to the exterior of the building without the express approval of the Association. The purpose of this rule is to assure continuity of the outside appearance of all buildings.

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

- a. Agreement: The termination of the condominium may be effected as set forth in Section 718.117, Florida Statutes, as amended from time to time.
- b. The Service and Maintenance Agreement shall survive any termination of the condominium and shall continue to be an obligation of the owners and shall continue to be a lien against the owners' interest and shall be subject to the conditions as outlined in Chapter 738.302(1)(d), Florida Statutes, effective as of the recordation of this document.

19. 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 interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

20. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provision 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 provisions as originally drafted herein violated 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 purpose measuring lives shall be those of the incorporates of the Association.

21. 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, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes.

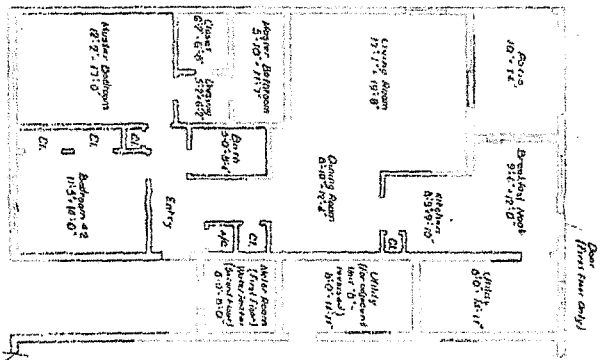
22. SERVICE AND MAINTENANCE AGREEMENT: Simultaneously with the execution of this Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and officers has entered into an agreement with the Maintenance Company entitled "Service and Maintenance Agreement". Amendment or revision of such Service and Maintenance Agreement shall not require the procedures for an amendment or change to this Declaration or to the By-Laws and any changes, amendments, increases or alteration in the Service and Maintenance Agreement may be changed by order of the Board of Directors of the Association and the Service and Maintenance Company 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 the Service and Maintenance Agreement to the same extent and effect as if he had executed said Service and Maintenance Agreement for the purposes herein expressed including, but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of said Service and Maintenance Agreement by the Association;
- b. Covenant and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefore in said Service and Maintenance Agreement;
- c. Ratifying, confirming and approving each and every provision of said Service and Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and
- d. Agreeing that the 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.
- e. That the payment of the monthly fee shall not be withheld when due and payable to the Service and Maintenance Company because of an act or dispute that may arise by and between the unit owners or the Association.

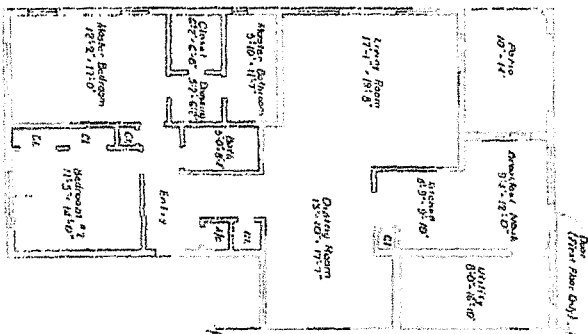
It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association may have an interest in some or all of the stock of the Maintenance Company and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Service and Maintenance Agreement in whole or in part. The Service and 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 and adopted.

TERRACE PARK OF FIVE TOWNS NO. 26 a condominium



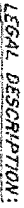
UNIT "E"
 ASTOR
 INTERIOR UNITS



UNIT "A"
 ASTOR
 EXTERIOR UNITS

JOHN C. BORDO and ASSOCIATES, P.A.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 4013 BRIDGE AVENUE, SUITE 100, FORT LAUDERDALE, FLORIDA 33305

Exhibit "A" To Amended and Restated Declaration of Condominium



2. *Id.* For this purpose, the corporation's stock is treated as being owned by the corporation if the corporation is the owner of record of the stock.

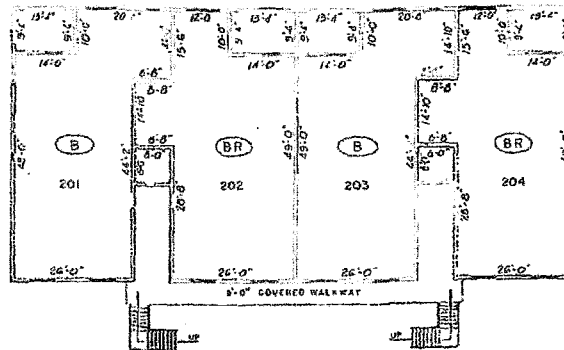
[illegible][illegible]

My commission expires 12/31/2006

[illegible]

Member SPS
John C. Brenda and Associates, P.A.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82nd Avenue North, Princeton Park, Fort Lauderdale, Florida 33308.

TERRACE PARK OF FIVE TOWNS NO 26 a condominium

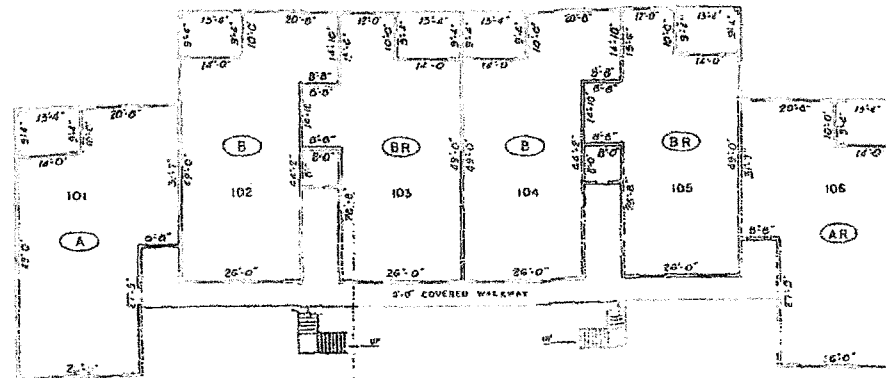


SECOND FLOOR - ASTOR
1/16"=1'-0"

Fin./Cty. - 26.22
Fin./Rt. - 19.53
Fin./Cty. - 18.00
Fin./Rt. - 10.00

TYPICAL SECTION

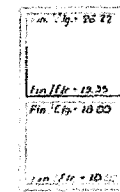
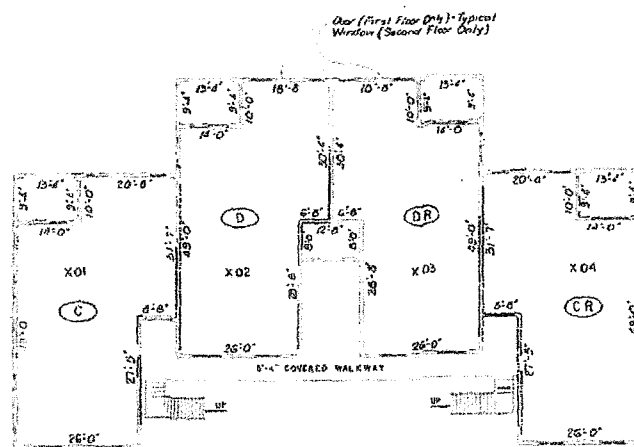
ASTOR



FIRST FLOOR - ASTOR
1/16"=1'-0"

Prepared by:
John C. Brandt and Associates, P.A.
CONSULTING ENGINEERS AND LAND SURVEYORS
4013 82nd Avenue North, Pinellas Park, Florida, 33585
Sheet 2 of 2

TERRACE PARK OF FIVE TOWNS NO. 26 a condominium



TYPICAL SECTION
BELMONT & CAMBRIDGE

FIRST & SECOND FLOORS - BELMONT & CAMBRIDGE

(SECOND FLOOR SHOWN - FIRST FLOOR TYPICAL)

1/16" = 1'-0"

GENERAL NOTES:

1. THE OWNERSHIP OF UNITS EXTENDS FROM THE INTERIOR UNFINISHED SURFACE OF BOUNDARY WALLS TO OPPOSING INTERIOR UNFINISHED SURFACE, AND FROM THE FINISHED FLOOR ELEVATION TO THE FINISHED CEILING ELEVATION.
2. LETTERS (A, B, C, D) WITHIN OVALS DENOTE UNIT TYPES. LETTERS (L, D, K, B, BR, H) DENOTE REVERSED UNITS.
3. "X" VARIES FROM 1 TO 2, AND DENOTES FLOOR NUMBER.
4. DIMENSIONS SHOWN ARE PROPOSED INTERIOR DIMENSIONS; ACTUAL DIM'S. MAY VARY DUE TO NORMAL CONSTRUCTION PRACTICES.
5. ALL BATHS AND PARKING SPACES ARE LIMITED COMMON ELEMENTS. ALL OTHER AREAS, EXCEPT INDIVIDUAL UNITS, ARE COMMON ELEMENTS.

Project No.:

John C. Brendlo and Associates, P.A.
CONSULTING ENGINEERS AND LAND SURVEYORS

4015 52nd Avenue North, Plymouth Park, Fairfax, 22033
Date 3-21-83