POWELL, CARNEY, MALLER, P.A.

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November 2, 2016

Via Certified Mail (RRR) and U.S. Mail

Re: North East Garden Apartments Condominium Association, Inc., a Condominium

Dear Owner:

Enclosed please find a copy of the Certification recorded in the Public Records of Pinellas County, Florida. This Certification is being provided to you to advise each unit owner of written notice that the vote to forego retrofitting the condominium buildings with guardrails/handrails has been obtained as required by the applicable statutory law.

Each owner should keep a copy of this Certification in that the owner is responsible for providing this information to any future purchaser of the unit or renter of the unit prior to closing and/or the execution of the lease.

Thank you for your attention to this matter.

Very truly yours,

POWELL, CARNEY, MALLER, P.A.

Karen E. Maller, Esc.

KEM: Jlf CC: Client I#: 2016323649 BK: 19386 PG: 670, 10/24/2016 at 01:55 PM, RECORDING 2 PAGES \$18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKCD50

Certificate Attesting to Written Consent to Forego Complying with Requirements Relating to Retrofitting Common Areas with Guardrails/Handrails As Allowed Pursuant to Sections 718.1085, Florida Statutes

This certifies that the requirements of Section 718.1085, Florida Statutes, allowing to forego the retrofitting requirements relating to guardrails/handrails in the Common Areas, was obtained by the statutorily required vote of all voting interests. As such, the approval to forego the retrofitting of guardrails/handrails in the Common Areas as addressed in Sections 718.1085, Florida Statutes, is to be effective upon the recording of this certificate.

	Florida Statutes, is to be effective upon the recording of this certificate.	
	IN WITNESS WHEREOF, I have affixed my hand this 17 day of Oct., 2016	77.
	in the City of Ot Rela County of Pinellas, Florida.	
	Placedao.	
	North Edgt Gordon Apartments Condominium	
	North East Garden Apartments Condominium Association, Inc., a Condominium, a Florida not for	
	profit corporation	
	Witnesses:	
	Market Comment	
	Jaker Cafer By Affill Chily and	
	Signature of First Witness (Signature)	
	Latin Trailor Name: Don Boque	
	Legible Print Name of First Witness Name: Don Dogue (Print Name)	
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	Title: President	
•	Signature of Second Witness	
	Kathleen McCabl.	
	Legible Print Name of Second Witness	

I, the undersigned, a notary public in and for this said county in said state, hereby certifies that _________, as President of North East Garden Apartments Condominium Association, Inc., a Condominium, on behalf of the corporation appeared before me and acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily

for and as the act of said corporation.

My Commission Expires:

STATE OF FLORIDA

(Legibly print name of notary public on this line)

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed electronically on July 24, 2009, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N09000007196.

Authentication Code: 090724155846-600158874036#1

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty Fourth day of July, 2009

OO WE TO

Kurt S. Browning Secretary of State

Electronic Articles of Incorporation For

N09000007196 FILED July 24, 2009 Sec. Of State

NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC.

Article II

The principal place of business address:

232 36TH AVENUE NORTH ST. PETERSBURG, FL. 33704

The mailing address of the corporation is:

11350 66TH STREET NORTH SUITE 124 LARGO, FL. 33773

Article III

The specific purpose for which this corporation is organized is: INCORPORATION OF NORTH EAST GARDENS APARTMENT CONDOMINIUM

Article IV

The manner in which directors are elected or appointed is: AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

HOLIDAY ISLES PROPERTY MANAGEMENT, INC. 11350 66TH STREET NORTH SUITE 124 LARGO, FL. 33773

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36° H

RECORDED
PINELLAS CO. FLORIDA
HAROLD HULLEHDORE, CLERK
MAY 24 11 02 AM '65

DECLARATION OF CONDOMINIUM

For

NORTH EAST GARDEN APARTMENTS CONDOMINIUM

NORTH EAST PARK CORPORATION, a Florida corporation, and NORTH EAST HOMES, INC., a Florida corporation, herein called Developer, on behalf of themselves, their successors, grantees and assigns, hereby make this Declaration of Condominium:

1. <u>SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP</u> The lands described as:

Lots 1, 2, 3, 4, 5, 6, Block 26, Snell & Hamlett's Coffee Pot Bayou Addition, as per plat recorded thereof in Plat Book 6, Page 25, public records of Pinellas County, Florida, and the individual apartments more specifically described as:

From the northwest corner of Block 26, Snell and Hamlett's Coffee Pot Bayou Addition as recorded in Plat Book 6, Page 25, Records of Pinellas County, Florida, run North 89 deg. 46' 05" East, 269.66 feet along the north boundary line of said Block 26; thence South 0 deg. 13' 55" West, 25.0 feet for a point of beginning; thence North 89 deg. 46' 05" East, 61 feet, four inches; thence South 0 deg. 13' 55" West, 8 feet 0 inches; thence North 89 deg. 46' 05" East, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 21 feet 10 inches: thence North 89 deg. 46' 05" East, 10 feet 0 inches; thence South 0 deg. 13' 55" West, 13 feet 14 inches; thence South 89 deg. 46' 05". West, 10 feet 0 inches; thence South 0 deg. 13' 55" West, 23 feet 0 inches; thence South 89 deg. 46' 05" West, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 8 feet 0 inches; thence South 89 deg. 46' West, 61 feet 4 inches; thence North Ofdeg. 13' 55" East, 21 feet 4 inches; thence South 89 deg. 46' 05" West, 3 feet 5 inches; thence south 0 deg. 13' 55" West, 7 feet 8% inches; thence South 89 deg. 46' 05" West, 4 feet 0 inches; thence North 0 deg. 13' 55" East, 11 feet 84 inches; thence North 89 deg. 461 05" East, 7 feet 5 inches; thence North 0 deg. 13' 55" East, 23 feet 4 inches; thence South 89 deg. 46' 05" West, 7 feet 5 inches; thence North 0 deg. 134 55" East, 11 feet 8% inches; thence North 89 deg. 46; 05" East, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 7 feet 81 inches; thence North 89 deg. 46 \$05" East, 3 feet 5 inches; thence North 0 deg. 13 55 East, 21 feet 4 inches to the Point of Beginning

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN THE CONDO-MINIUM PLAT BOOK 1, PAGES 12, 13 14 and 15

From the northwest corner of Block 26. Snell and Hamlett's Coffee Pot Bayou, Addition, as recorded in Plat Book 6, page 25, Records of Pinellas County, Florida, run North 89 deg. 46' 05" East, 149.33 feet along the north boundary line of said Block 26; thence South 0 deg. 13' 55" West, 25.0 feet for a point of beginning; thence North 89 deg. 46' 05" East, 61 feet 4 inches; thence South 0 deg. 13' 55" West, 21 feet 4 inches; thence North 89 deg. 46' 05" East, 3 feet 5 inches; thence North 0 deg. 13' 55" East, 7 feet 84 inches; thence North 89 deg. 46' 05" East, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 11 feet 84 inches: thence South 89 deg. 46' 05" West, 7 feet 5 inches; thence South 0 deg. 13' 55" West 23 feet 4 inches; thence North 89 deg. 46' 05" East, 7 feet 5 inches; thence South 0 deg. 13' 55" West, 11 feet 84 inches; thence South 89 deg. 46' 05" West, 4 feet 0 inches; thence North 0 deg. 13' 55" East, 7 feet 8% inches; thence South 89 deg. 46' 05" West; 3 feet 5 inches; thence South 0 deg. 13' 95" West, 21 feet 4 inches; thence South 89 deg. 46' 05" West, 61 feet 4 inches; thence North 0 deg. 13' 55" East, 8 feet 0 inches; thence South 89 deg. 46' 05" West, 4 feet 0 inches; thence North 0 deg. 13' 55" East, 23 feet 0 inches; thence South 89 deg. 46' 05" West, 10 feet 0 inches; thence North 0 deg. 13' 55" East; 13 feet 12 inches; thence North 89 deg. 46' 05" East, 10 feet 0 inches; thence North 0 deg. 13' 55" East, 21 feet 10% inches; thence North 89 deg. 46' 05" East, 4 feet 0 inches; thence North 0 deg. 13' 55" East, 8 feet 0 inches to the Point of Beginning.

From the northwest corner of Block 26, Snell and Hamlett's Coffee Pot Bayou Addition as recorded in Plat Book 6, page 25, Records of Pinellas County, Florida, run North 89 deg. 46' 05" East, 22.45 feet along the north boundary line of said Block 26; thence South O deg. 13' 55" West 25.0 feet for a point of beginning; thence South 0 deg. 13' 55 " West, 8 feet 0 inches; thence North 89 deg. 46' 05" East, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 21 feet, 10% inches; thence North 89 deg. 46' 05" East, 10 feet 0 inches; thence South 0 deg. 13' 55" West, 13 feet 1 inches; thence South 89 deg. 46' 05" West, 10 feet 0 inches; thenco South 0 dgg. 13' 55" West 23 feet 0 inches; thence South 89 deg. 46' 05" West, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 8 feet 0 in~ ches; thence South 89 deg. 46' 05" West, 61 feet

4 inches; thence North 0 deg. 13' 55" East, 21 feet 4 inches; thence South 89 deg. 46' 05" West, 3 feet 5 inches; thence South 0 deg. 13' 55" West, 7 feet 84 inches; thence South 89 deg. 46' 05" West, 4 feet 0 inches; thence North 0 deg. 13' 55" East, 11. feet 84 inches; thence North 89 deg. 46' 05" East, 7 feet 5 inches; thence North 0 deg. 13' 55" East, 23 feet 4 inches; thence South 89 deg. 46' 05" West, 7 feet 5 inches; thence North 0 deg. 13' 55" East, 11 feet 84 inches; thence North 89 deg. 46' 05" East, 4 feet 0 inches; thence South 0 deg. 13' 55" West, 7 feet 84 inches; thence North 89 deg. 46' .05" East, 3 feet 5 inches; thence North 0 deg. 13' 55" East, 21 feet 4 inches; to the Point of Beginning.

Pinellas County, Florida, owned by Developer and the improvements constructed thereon before and after the date of the recording of this Declaration shall be subject to the condominium form of ownership according to the terms of this Declaration.

- 2. CONDOMINIUM NAME This condominium shall hereafter be known as NORTH EAST GARDEN APARTMENTS CONDOMINIUM.
- 3. <u>CONDOMINIUM ASSOCIATION NAME</u> The name of the condominium association herein formed shall be NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, a condominium. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 63.35 Laws of Florida 1963, Section 12.
- 4. <u>DEFINITIONS</u> The terms as used in this Declaration shall be defined as follows:
- (a) Apartment That part of the apartment
 building capable of independent use as described on the
 surveyor's Plans as "Apartment" followed by an identifying
 number.

- (b) <u>Assessment</u> An apartment owner's pro-rata share of the common expenses necessary for the management of this condominium.
- (c) <u>Common Elements</u> Means that portion of the land not occupied by any apartment building which is not capable of independent use. This area includes the following items; the land, all parts of the apartment buildings, excepting only washing machines, dryers and electrical equipment located in the laundry and electrical rooms, not included within the apartments or improvements not included within an apartment building, easements for the installation of utility services to maintain the apartments; all other portions of the property which are rationally of common use or necessary to the existence of the condominium.
- (d) <u>Common Expenses</u> Means the expenses of administration; maintenance; operation and repair of the common elements.
- (e) <u>Common Surplus</u> Means the excess of all receipts of the Association over and above the amount of common expenses.
- (f) <u>Condominium Property</u> Means and includes the land, apartment buildings and all other improvements upon the land.
- (g) Condominium Documents Means this Declaration which sets forth the nature of the property rights in the condominium property, and such amendemnts as may be

adopted in accordance with this Declaration. The exhibits annexed hereto and made a part hereof are:

Exhibit "A" - The By-laws of the North East Garden Apartments Condominium Association.

Exhibit "B" - The Surveyor's Plans, which include a survey of the land, floor plans of the three apartment buildings, prepaced by George F. Young, Inc., St. Petersburg, Florida.

Exhibit "C" - Rules and Regulations of North East
Garden Apartments Condominium Association.

(h) <u>Singular</u>, <u>Plural</u> and <u>Gender</u> - Whenever the context so permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be determined to include all genders.

5. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

(a) Each apartment as shown on the Surveyor's Plans, together with the appurtenances, shall constitute a separate parcel of real property which may be owned in fee simple or any other estate recognized by the laws of the State of Florida, and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject, however, to the provisions of this Declaration of Condominium. The inside surface of the walls, ceiling and floor of each apartment shall constitute the perimeter boundary of the apartment. Any encroachment created by construction, settlement of movement of the building which varies from the Surveyor's plans shall be permitted to exist for as long as the building shall exist. Each apartment owner shall have the exclusive use of his apartment.

- (b) The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto all of the rights, title and interest of an apartment ownership in the condominium property which shall include, but not be limited to:
- 1. An undivided share of the common elements shall pass with each apartment. Each apartment's share in the common elements shall be one-thirtieth (1/30) of the entire common elements.
- All easements for the benefit of the apartment, including, but not limited to, utility easements.
- 3. Association membership and one-thirtieth (1/30) interestin the funds, assets and liabilities of the condominium association.
- 4. An exclusive easement for the use of the air space occupied by the apartment as it exists or may be reconstructed.
- Easements through the common areas for ingress and egress.
- 6. Easements through the apartments and common areas for maintenance, repair and replacement of the condominium buildings, and an easement of support for the benefit of all apartments and the common elements contained within the buildings.
- 6. MAINTENANCE The responsibility for the maintenance of the condominium property shall be as follows:
- (a) By the apartment owner The responsibility of the apartment owner shall be as follows:

- 1. To maintain, repair and replace at his expense all portions of the apartment contained within the perimeter boundary of the apartment as described in this Declaration.
- (b) By a management corporation or organization Should a contract be entered upon with a management corporation as provided under the powers of delegation contained in
 Paragraph 9 (a) hereof, then and in such event:
- 1. The management corporation shall maintain and repair at its expense (out of funds derived from assessments upon each apartment owner) all portions of the condominium property, except those portions which are to be maintained by the apartment owner.
- 2. No apartment owner shall make any alterations to the portions of the apartment or the apartment buildings which are to be maintained by the management corporation without first obtaining its consent.
- (c) By the Association In the event that no management contract is entered upon or outstanding, then the Association shall maintain and repair, at the Association's expense, all portions of the condominium property, except those portions which are to be maintained by the apartment owner.
- 1. No apartment owner shall make any alterations to the portions of the apartment or the apartment buildings which are to be maintained by the Association without first obtaining unanimous approval of the members of the condominium association.

COMMON ELEMENTS - The ownership and use of the

common elements shall be governed by the following provisions:

- (a) The shares of the apartment owners in the common elements may not be changed and shall pass as an appurtenance thereto, whether or not specifically described in the conveyance of the apartment.
- (b) In order to preserve the condominium, the common elements shall remain undivided and no apartment owner nor any other person shall bring an action for or partition or division of the whole or any part of the common elements so long as the property remains the subject of this condominium declaration.
- (c) Each apartment owner shall own as an appurtenance to this apartment a one-thirtieth (1/30) interest in and to all of the common elements, except as otherwise provided herein.
- 8. ASSESSMENTS Assessments against the apartment owners shall be made by the Board of Governors of the Association and paid by the apartment owners to the Association or its delegate in accordance with the following provisions:
- (a) Share of Expenses Each apartment owner shall be liable for 1/30 of the common expenses and any common surplus shall be owned by each apartment owner in a like share.
- (b) Additional Assessments The condominium association or its delegate is hereby vested with the authority double additional assessments as may be

necessary for the management of the condominium property.

These additional assessments shall be paid by the apartments owners to the Association, or its delegate, in the proportions set forth in paragraph (a) above.

- nature, including taxes and special assessments levied by governmental authorities which are a lien upon more than one apartment or upon any portion of the common elements shall be paid by the Association as a common expense and shall be assessed against the apartments in the prorata share set out in sub-paragraph. (1) above, except that any lien which pertains to a distinct individual apartment or apartments shall be assessed directly to that apartment and its owner.
- (d) Liability for assessments Each apartment owner shall be responsible for all assessments levied upon his separate apartment, including a 1/30 share of the common expenses incurred in the management of the condominium property. All unpaid assessments shall bear interest at the rate of six per centum (6%) per annum from the due date until the date of payment. The condominium association or its delegate shall have a lien upon each apartment for unpaid assessments and interest which lien shall be effective after recording a proper claim of lien in the name of the Association or its delegate. Said lien shall secure reasonable attorneys' fees and costs incurred to the collection of the delinquent assessments and for the enforcement of such lien.

- 9. ADMINISTRATION The administration and management of the condominium property, including but not limited to, the acts required of the Association by the condominium documents, the maintenance, repair and operation of the common elements, the entering into contracts on behalf of and for the benefit of the condominium property shall be the responsibility of the Association.
- (a) The North East Garden Apartments Condominium Association is hereby vested with power to delegate its authority granted by this Declaration of Condominium by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Association may elect.
- (b) The Association may be governed by the following provisions:
- 1. The By-Laws of the Association Exhibit "A", attached hereto and made a part hereof, sets forth
 the existing By-laws of the Association by which it shall
 be governed, provided that the Association may amend said
 By-laws in accordance with the provisions of this declaration.
- 2. Rules and Regulations Exhibit "C", attached hereto and made a part hereof, sets out the existing rules and regulations of the condominium association which may be changed from time to time by the Association or its delegate, provided that said rules and regulations need not be recorded as an amendment to the condominium documents.

- (c) Notwithstanding the duty of the Association to maintain and repair the condominium property, the Association, or its delegate, shall not be liable for injury or damage caused by any latent condition of the property, nor for injury or damage caused by the apartment owners or other persons.
- property shall be purchased by the Association for the benefit of the apartment owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of mortgagee endorsements to the holders of first mortgages upon the apartment or apartments, and if the insurance company will agree, shall provide that the insuror waive his right of subrogation against or between the individual apartment owners, the Association or its delegate. Such policies and endorsements shall be held by the Association or its delegate.
- (a) Provided, however, that each apartment owner may obtain additional insurance at his own expense affording coverage upon his personal property and for his personal tort liability.
- (b) The Association or its delegate shall be required to obtain hazard and extended coverage insurance in an amount equal to the full insurable value of the condominium property, exclusive of the land and foundations.
- (c) The Association or its delegate shall be required to obtain public liability and property damage

insurance in an amount of ONE HUNDRED THOUSAND (\$100,000.00)
DOLLARS per accident, per injury for the purpose of protecting the apartment owners against loss resulting by virtue of injury resulting from accidents occurring on the condominium property. Provided, however, that it shall be the responsibility of the individual apartment owner to purchase liability insurance for protection against injuries sustained as a result of accidents which occur within the boundaries of the apartment.

able as a result of casualty losses to the condominium property shall be held by the condominium association or its delegate for the benefit of the aprtment owners and first mortgagees at a ratio which reflects the amount of damage incurred by each apartment. The amount of damage incurred by each apartment shall be determined by the adjustment established by the insurance company. Said adjustment shall be made on a reconstruction or replacement cost basis.

11. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE -

- (a) If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:
- 1. Partial destruction which shall be defined as destruction which does not render 75 per cent or more of the apartments untenantable shall be reconstructed or repaired unless this Declaration of Condominium shall be terminated prior to the commencement of such reconstruction or repair provided, however, that the written consent of

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all first mortgagees is a condition precedent to the termination of the condominium form of ownership.

2. Total destruction, which shall be defined as destruction which does render 75 per cent or more of the apartments untenantable, shall not be reconstructed or repaired unless at a meeting of the Association which shall be called within 90 days after the occurrence of the casualty, or within 30 days after the final adjustment of the insurance loss, whichever is later, the members of the Association register their written consent in favor of reconstruction or repair. In the event that it is determined not to reconstruct or repair the condominium property, all of the members of the condominium association shall execute deeds in favor of a named trustee who shall then endeavor to sell the remaining property, the proceeds of which will be held in trust for the members of the Association and their mortgagees, as their respective interests may appear. The proceeds of the casualty insurance shall also be held in trust by the named trustees for the benefit of the Association members and their mortgagees, as their interests may appear.

- 3. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications of the original condominium property.
- (b) If casualty damage occurs entirely within the boundaries of an apartment, exclusive of common elements, the owner, or owners of the apartment or apartments soldinaged shall repair the same within 120 days of the cas-

owner fails to so repair the premises, the Association or its delegate may pay for the necessary repairs and assess the costs against the apartment owner, and the same shall be a lien against the apartment in the same manner as other assessments.

12. TAXES AND SPECIAL ASSESSMENTS -

- (a) Real property taxes assessed against the condominium property shall be assessed and collected on the condominium parcels and not on the condominium property as a whole. For this purpose, the condominium parcel is defined as an apartment, together with the appurtenances thereto. Any taxes and special assessments upon the condominium property which are not assessed to the owner of a parcel shall be included in the budget of the Association and shall be paid by the Association as a common expense.
- (b) The Association shall make a return for ad valorem taxes in the name of the apartment owners. Such return shall show each apartment owner's share as set forth in Exhibit "B", Surveyor's Plans, or, in the event the tax assessor assesses each apartment separately, then the share of each apartment shall be that which is set by the assessor, plus a common share of the tax assessed against the common elements, if any.
- 13. <u>USE RESTRICTIONS</u> The condominium property shall be used only for single family residences. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of any annoyance to residents or which interferes with the peaceful possession

of the other apartment owners. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the members of the Association with the approval of the majority of the membership of the Association.

14. SALE - No apartment shall be sold unless the purchaser be first approved by the Association, or its delegate. Any sale attempted without said approval shall be null and void and of no effect. The Association or its delegate shall have fifteen days after receiving notice of the proposed sale to approve or disapprove the same. It is further provided that the Association shall have the option to purchase the subject apartment for and in behalf of the owners of other apartments within fifteen days after it has received written notice of the proposed sale upon the same terms and conditions of the proposed sale. Said written notice of the proposed sale shall contain all of the terms and conditions of the proposed sale. In the event that the Association fails to exercise the option to purchase within the fifteen-day period provided, then the owner of the apartment may consummate the proposed sale in accordance with the terms and conditions contained in the notice served upon the Association, whether or not the Association has expressly approved the proposed sale. No lease of any apartment without the prior approval of the Association shall be permitted.

15. COMPLIANCE AND DEFAULT - Each apartment owner shall be governed by and shall comply with the terms of

the condominium documents as they now exist and may be amended from time to time. Failure to comply with the condominium documents shall entitle the Association or other apartment owners to the following relief:

- equity may be brought against apartment owners for their failure to comply with the condominium documents. The action may be brought by the Association or in a proper case by the aggrieved apartment owner. The prevailing party in such actions shall recover his costs and reasonable attorneys' fees as part of his judgment.
- (b) <u>Waiver</u> The failure of the Association or any apartment owner to enforce any provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.
- 16. AMENDMENT The condominium documents may be amended in the following manner:
- (a) <u>Declaration of Condominium</u> Amendments to this Declaration of Condominium shall be proposed and adopted in the following manner:
- 1. Amendments to the Declaration of Condominium proposed by the members of the condominium association shall be adopted in the following manner:
- (i) Notice A written notice of the subject matter of the proposed amendment shall be served upon the apartment owners by United States Mail to the address which they have registered with the condominium association. Said notice shall be mailed at least fifteen

days prior to the date of the meeting at which the proposed amendment is to be considered.

(ii) A resolution proposing the adoption of amendment to the declaration must be approved by 90% of the members of the condominium association, provided that each apartment shall be entitled to one vote. The apartment owners who are unable to be present at the meeting at which the amendment is considered may regists, their approval or disapproval in writing.

- 2. Amendments to the Declaration of Condominium proposed by a management corporation, if the Association has a contract outstanding with the same, shall be adopted in the following manner:
- (i) Notice A written notice of the subject matter of the proposed amendment shall be served upon the apartment owners by United States Mail to the address which they have registered with the condominium association. Said notice shall be mailed at least fifteen days prior to the date of the meeting at which the proposed amendment is to be considered.
- (ii) A resolution proposing the adoption of amendment to the declaration must be approved by 75% of the members of the condominium association, provided that each apartment shall be entitled to one vote. The apartment owners who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.
- 3. Recording Upon the adoption of the amendment, the Association, through its officers, shall

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certify the amendment as having been duly adopted and shall cause the amendment to be recorded in the public records of Pinellas County, Florida, from which time it shall be effective.

- (b) Association By-Laws The By-laws of the Association shall be amended in the following manner:
- 1. Notice of the subject matter of the proposed by-law change shall be in writing and served in the same manner as provided for notice for the amendment to the Declaration of Condominium.
- 2. Approval of the Association The amendment to the By-laws must receive the same approval of the Association as required in sub-paragraph (a) 1.

 (ii) and (a) 2. (ii) of this paragraph.
- 3. Recording Upon the amendment of the By-laws, the Association, through its officers, shall certify the amendment as having been duly adopted and shall cause the amendment to be recorded in the public records of Pinellas County, Florida, from which time it will be effective.
- 17. <u>TERMINATION</u> The condominium form of owner-ship shall be terminated in the following manner;
- (a) The termination of the condominium may be affected by the agreement of all apartment owners and all lienholders, which agreement shall be evidenced by an instrument executed in the manner required for the conveyance of land.

 The termination shall become effective when such agreements have been recorded in the public records of Pinellas County, Plorida.

- After termination of the condominium, the apartment owners shall own the apartment as tenants in common, and the holders of mortgages and liens upon the respective undivided shares of the spartment owner, such undivided shares shall be in accordance with the percentages shown on Exhibit "B".

 All funds held by the Association and insurance presents, if any, shall be and continue to be held in common for the benefit of the apartment owners, their mortgagees and lienors in proportion to the apartment owners' share in the condominium property. The cost incurred by the Association in connection with the termination shall be a common expense. Following the termination of the condominium ownership, the property may be partitioned and sold upon the application of any owner.
 - visions of the condominium document shall be construed to be covenants running with the land, and every apartment owner, his heirs, executors, administrators, successors and assigns shall be bound by all the provisions of this document.
- are instituted to foreclose any mortgage on any apartment

 the Association on behalf of one or more apartment owners,

 shall have the right to redeem from the mortgages for the

 amount due thereon or to purchase such apartment at the fore
 closure sale for the amount set forth to be due by the

 mortgagee in the foreclosure proceedings, and should the

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mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right or any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company, or any other recognized lending institution from owning a mortgage on any apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said apartment at the foreclosure sale. If such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale ortaking title in lieu of foreclosure sale, may acquire such apartment and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the apartment for all sums expended in connection themewith,

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- and shall have the same rights to collect such sums asin the case of past-due assessments.
- 20. <u>POWERS OF ASSOCIATION</u> The powers of the Association shall include and be governed by the following provisions:
- (a) The Association shall have all the common law and statutory powers permitted and not prohibited to it by the laws of the State of Florida and of the United States, and which are not in conflict with terms of the condominium documents.
- (b) The Association's powers shall include but not be limited by the following:
- 1. To make and collect assessments against members to defray the costs of the condominium.
- 2. To use the proceeds of assessments in the exercise of its powers and duties.
- 3. The maintenance, repair, replacement and operation of the condominium property.
- 4. The reconstruction of improvements after casualty; and the further improvement of the property, when authorized.
- 5. To make and amend regulations, respecting the use of the property in the condominium.
- 6. To enforce by legal means the provisions of the condominium documents, these Articles, the By-laws of the Association and the Regulations for the use of the property in the condominium.
- · 7. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association.

- 21. RESIDENT AGENT- The Resident Agent of this
 Association to receive service of process is Claude E.
 Greene, whose address is 176 37th Avenue North, St. Petersburg,
 Florida, and who may resign but who shall serve until his
 replacement has been designated by the Board of Governors and the
 name and residence address of the replacement agent are filed
 in the office of the Clerk of the Circuit Court, in PinellasCounty, Florida.
- 22. BOARD OF GOVERNORS The Board of Governors of the condominium association which shall consist of not less than three nor more than seven governors, who may or may not be owners of the condominium property, shall be selected in accordance with the provisions of the condominium documents, and shall serve for a period of two years, provided that the first Board of Governors of the condominium association shall consist of the following three persons:

NAME

FRANCES A. NARACON

176 - 37th Ave. N. St. Petersburg, Fla.

WILLIAM A. WATERS, JR.

176 - 37th Ave. N.

St. Petersburg, Fla.

J. P. CRUNKLETON

176 - 37th Ave. N. St. Petersburg, Fla.

The above named individuals shall serve for a period of two years or until their successors are duly elected in accordance with the terms of the condominium declaration.

The Board of Governors of the Association shall be vested with the power to enter into contracts as and on behalf of the condominium association.

23. GENERAL PROVISION - In the event that the Association shall avail itself of the privilege of delegating its managerial duties and authorities, as provided for in Paragraph 9 (a) of this declaration, then and in such event, in interpreting and construing this declaration, the word "Association" shall be interchangeable with and a substitute for the term "management corporation", as provided in said paragraph 9 (a), where the context requires to be consistent with the provisions of any management contract.

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

The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title there-

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to or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

THIS DECLARATION OF CONDOMINIUM and the attach ments hereto made and entered this 17th day of May , A. D. 1965.

(CORPORATE SEAL)

Secretary

(CORPORATE SEAL)

President

STATE OF FLORIDA COUNTY OF PINELLAS

PERSONALLY appeared before me, the undersigned authority, FRANK W. CRISP and ROBERT P CRISP, respective—
ly the President and Secretary of NORTH EAST PARK CORPORA—
TION, and ROBERT P. CRISP and FRANK W CRISP, respectively
the President and Secretary of NORTH EAST HOMES, INC., both
Florida corporations, to me known to be the persons desscribed 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 seal of said corporations, and the said instrument
is the act and deed of said corporation.

WITNESS my signature and official seal at St.

Petersburg, in the County and State aforesaid, this 1777

day of MAY, 1965.

NOTARY PUBLIC

My commission expires_

Molaly Public State of Flores it large My Seminession Express Nov. 12, 1966

OTARL OTARL OBLIC PUBLIC

BY-LAWS

OF

NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION ST. PETERSBURG, FLORIDA

OFFICE - The office of the Association shall be
 176 - 37th Ave. North, St. Petersburg, Florida.

2. MEMBERS -

- (a) The annual members' meeting shall be held at the office of the Association at 8:00 o'clock P.M.,

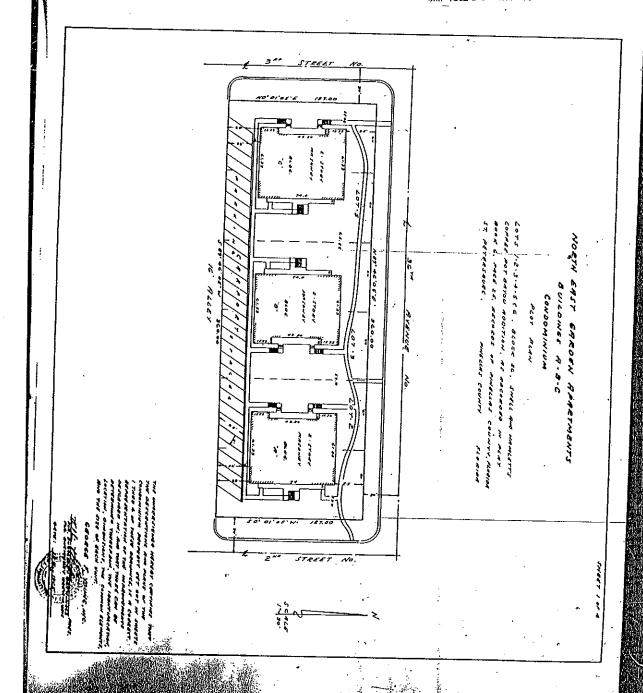
 Eastern Standard Time, on the third Monday in May of each year for the purpose of electing governors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
- (b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
- (c) The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be walld until revoked by a subsequent certificate. If such a

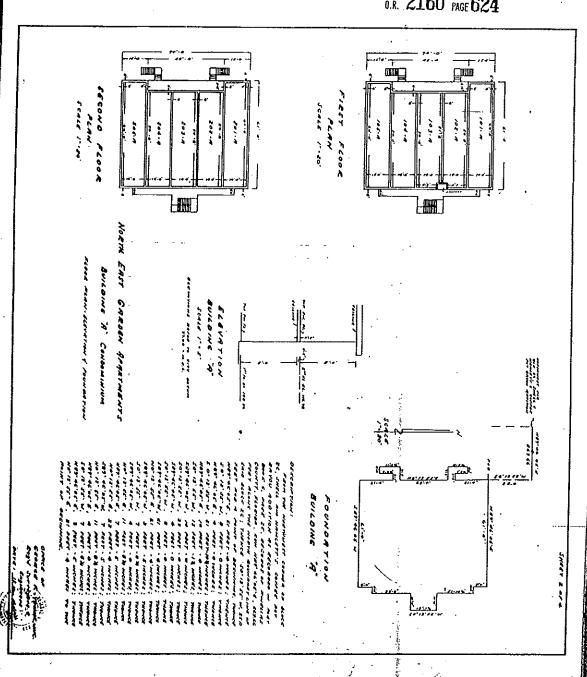
certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

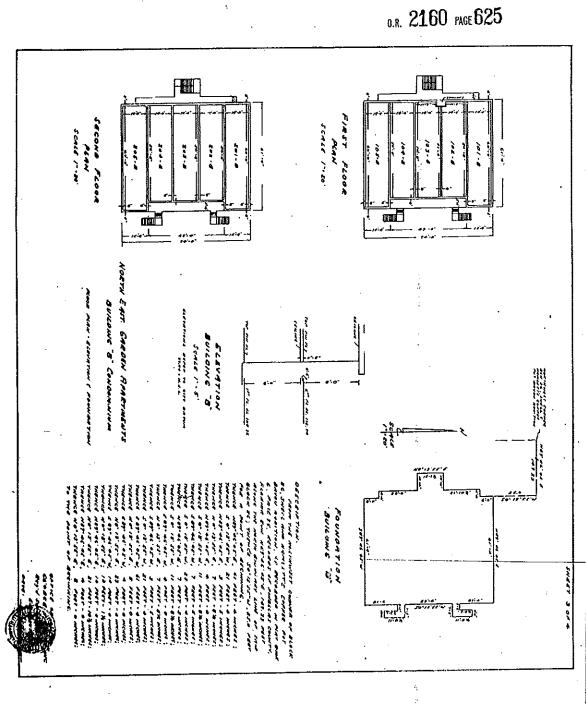
3. BOARD OF GOVERNORS -

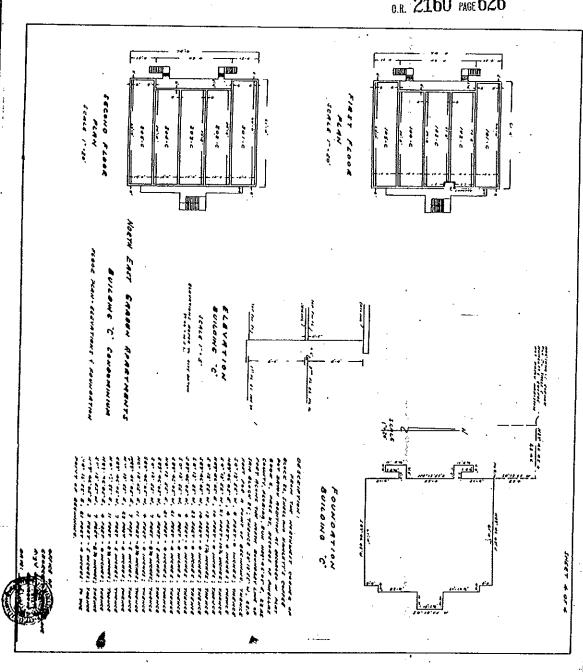
- (a) Election of Governors shall be conducted in the following manner:
- I. Members of the Board of Governors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association. The Board of Governors shall consist of three persons who are residents of Pinellas County, Florida.
- (b) A quorum shall consist of the governors entitled to cast the majority of the votes of the entire Board.
- 4. POWERS AND DUTIES OF THE BOARD OF GOVERNORS All of the powers and duties of the Association shall be exercised by the Board of Governors in accordance with the
 provisions of the condominium documents, provided, however,
 that the Association may delegate the power to manage the
 condominium property to such organization or corporation
 as it may see fit, in which event the Board of Governors
 shall be inactive for the term of the contract.
- 5. OFFICERS The executive officers of the Association shall be a Chairman, who shall serve as a member of the Board of Bovernors, a Vice-Chairman, and a Secretary-Treasurer, all of whom shall be elected by the general membership of the Association. A majority vote of the members is necessary for election.

- 6. AMENDMENTS Amendments to the By-laws shall be proposed and adopted in accordance with the provisions of the condominium documents which provide for the amendment to the declaration of condominium. Such amendments to the By-laws shall become effective from and after the date of recording in the public records of Pinellas County, Florida.
- 7. SUSPENSION OF BY-LAWS The provisions of these By-laws shall be operative only in the instance where the Association as specifically described and provided in the Declaration of Condominium is actually engaged in the management of the condominium property in a situation where there is no management contract in force wherein the Association has delegated its managerial powers.









SURVEYOR' PLANS

SHARES OF APARTMENT OWNERS IN COMMON ELEMENTS, COMMON SURPLUS AND COMMON EXPENSES, SUBJECT, HOWEVER, TO THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS

First Floor	Share	Second Floor	Share
Apartment 101-A Apartment 102-A Apartment 103-A Apartment 104-A Apartment 105-A	1/30 1/30 1/30 1/30 1/30	Apartment 201-A Apartment 202-A Apartment 203-A Apartment 204-A Apartment 205-A	1/30 1/30 1/30 1/30 1/30
BUILDING B			ŧ.
First Floor	Share	Second Floor	Share
Apartment 101-B Apartment 102-B Apartment 103-B Apartment 104-B Apartment 105-B	1/30 1/30 1/30 1/30 1/30	Apartment 201-B Apartment 202-B Apartment 203-B Apartment 204-B Apartment 205-B	1/30 1/30 1/30 1/30 1/30
BUILDING C			•
First Floor Apartment 101-C Apartment 102-C Apartment 103-C Apartment 104-C Apartment 105-C	Share 1/30 1/30 1/30 1/30 1/30	Second Floor Apartment 201-C Apartment 202-C Apartment 203-C Apartment 204-C Apartment 205-C	Share 1/30 1/30 1/30 1/30 1/30

RULES AND REGULATIONS

- 1. The sidewalks, entrances, passages, vestibules, stairways, corridors, parking areas and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
- 2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by
 any apartment owners on any part of the outside or inside
 of the demised premises or building without the prior written consent of the Association. No awnings or other projections shall be attached to the outside walls of the
 building without the prior written consent of the Association.
- 3. No apartment owner shall allow anything whatever to fall from the window or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, ventilators or elsewhere in the building or upon the grounds.
- 4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase, landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills; neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows, doors or rails in the view of others. No fire exits shall be obstructed in any manner.
- 5. No apartment owner shall make or permit any dis-

servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, conforts or convenience of other apartment owners.

- 6. Any aerial erected on the roof or exterior walls of the building without the consent of the Association, in writing, is liable to removal without notice.
- 7. No animals or any offensive pets shall be allowed to permanently reside on the condominium property.

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RESOLUTION OF AMENDMENT TO BY-LAWS OF NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION ST. PETERSBURG, FLORIDA.

I, F. A. Naracon, Secretary-Treasurer of North East Garden Apartments Condominium Association, an association, do hereby certify that the following is a true copy of a resolution duly and unanimously adopted by the voting members of said association at a meeting attended by over 90% of the voting members of said association, which meeting was duly called in conformity with the By-Laws and Declaration of Condominium of North East Garden Apartments Condominium Association, St. Petersburg, Florida, as recorded May 24, 1965 in Book O.R. 2160, pages 595 through 629 inclusive of the Public Records of Pinellas County, Florida; and was held at St. Petersburg, Florida on the 16th day of May, 1966:

RECORDED Pingilas Co, Florida Arold Mullendore, Clerk "Resolved that paragraph 2 (a) of the By-Laws of North East Garden Apartments Condominium Association be amended to read as follows: The annual members meeting shall be held at the office of the Association at 8:00 P.M., on the second Monday in February of each year for the purpose of electing governors and of transacting any other busiless authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day."

IN WITNESS WHEREOF I have hereunto subscribed my name this 19th day of May, 1966.

WITNESSED BY:

F. A. Naracon, Secretary-Treasurer

STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 19th day of May, 1966, before me personally uppeared F. A. Naracon, Secretary-Treasurer of North East Garden Apartments Condominium Association; an association under the laws of the State of Florida, to me known to be the person described in and who gave the foregoing certification and she has acknowledged the execution thereof to be her free action

deed as such officer.

Witness my signature and official seal at St. Fetersburg and the County of Pinellas and State of Florida, the date of said.

Notary Publicum

My Commission expires: Notary Public, State of Florida at Large My Commission Expires Sept. 22, 1969

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ORS982260487

CERTIFICATE OF AMENDMENT MO. NORTHEAST GARDEN APARIMENTS

Pursuant to the Declaration of Condominium, By-Laws, and all laws promulgated by the State of Florida, the Declaration of Condominium of NORTH EAST GARDEN APARIMENTS CONDOMINIUM, which has been recorded in O. R. Book 2160 page 595 et seq., in the Official Records of Pinellas County, Florida, is amended by amending the following: Amendments to read as follows:

DECLARATION OF CONDOMINIUM:

SECTION 14. Amendment of Declaration

14. SALE, LEASE, RENT, OR TRANSFER

(to read the same regarding Board Approval)

SECTION 16. AMENDMENT -

 (ii) A resolution proposing the adoption of amendment to the declaration must be approved by 75% of the members of the condominium association, provided that each apartment shall be entitled to one vote. The apartment owners who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

2. Amendments to the Declaration of Condominium proposed by the BOARD OF DIRECTORS, shall be adopted in the following manner: (to read the same regarding 75% vote)

BYLAMS TO BE AMEDED TO READ:

1. OFFICE - the office of the Association shall be 200, 216, 232, 36th Ave.'s No., St. Petersburg, Florida, the property address.

The undersigned, officer/director of the NORTH EAST GARDEN APARIMENTS Condominium Association, does hereby certify under oath that the condominium Association of Condominium, Articles of Condominium Association, and Bylaws listed above were adopted in strict compliance with the Declaration of Condominium, Bylaws, and all laws promulgated by the State of Florida affecting said condominium by a vote of seventy-five (75%) percent of the elegible voting members of the NORTH FAST GARDEN APARTMENTS Condominium Association. The _adoption of the above amendments occurred at the Special Meeting of owners, which was held on February 14, 1989.

Estim Kimferling ESTHER KIMBERLIN, Sec. Treas.

STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Ms. Esther Kimberlin, to me known to be the person described in and who executed the foregoing Certificate of Amendment, and she acknowledged before me that she executed the same for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 1989.

Hotay Poblic, State of Horida Nothicy My Commission Expires: My Commission Expires Feb. 13/1990



RESOLUTION OF AMENDMENT TO BY-LAWS OF NORTH EAST GARDEN APARTHENTS CONDOMINIUM ASSOCIATION ST. PETERSBURG, FLORIDA.

I, F. A. Naracon, Secretary-Treasurer of North East Garden Apartments Condominium Association, an association, do hereby certify that the following is a true copy of a resolution duly and unanimously adopted by the voting members of said association at a meeting attended by over 90% of the voting members of said association, which meeting was duly called in conformity with the By-Laws and Declaration of Condominium of North East Garden Apartments Condominium Association, St. Petersburg, Florida, as recorded May 24, 1965 in Book O.R. 2160, pages 595 through 629 inclusive of the Public Records of Pinellas County, Florida; and was held at St. Petersburg, Florida on the 16th day of May, 1966:

"Resolved that paragraph 2 (a) of the By-Laws of
North East Garden Apartments Condominium Association
be amended to read as follows: The annual members'
meeting shall be held at the office of the Association
at 8:00 P.M., on the second Monday in February of each
year for the purpose of electing governors and of transacting any other busi ess authorized to be transacted
by the members; provided, however, if that day is a
legal holiday, the meeting shall be held at the same
hour on the next succeeding day."

IN WITNESS WHEREOF I have hereunto subscribed my name this 19th day of May, 1966.

WITNESSED BY:

F. A. Naracon, Secretary-Treasurer

1000

STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 19th day of May, 1966, before me personally uppeared F. A. Naracon, Secretary-Treasurer of North East Garden Apartments Condominium Association; an association under the laws of the State of Florida, to me known to be the person described in and who gave the foregoing certification and she has acknowledged the execution thereof to be her free and deed as such officer.

Witness my signature and official seal at St. Fetersburg and the County of Pinellas and State of Florida, the date of Florida.

Notary Publicana

My Commission expires: Notary Public, State of Florida at Large My Commission Expires, Sept. 22, 1969.