

Prepared by and return to:
Grove Law Office, P.A.
2600 E. Bay Dr, Ste 220
Largo, FL 33771

EDWARD LAWRENCE, INC.

AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT

WHEREAS, the Management and Operating Agreement applicable to the properties described in the following deeds was first adopted by the initial developer, Huba Corporation, and was made a part of and incorporated into each of the following Warranty Deeds:

Warranty Deed recorded in O.R. Book 1388, Page 355
Warranty Deed recorded in O.R. Book 1393, Page 421
Warranty Deed recorded in O.R. Book 1393, Page 429
Warranty Deed recorded in O.R. Book 1397, Page 540
Warranty Deed recorded in O.R. Book 1401, Page 010
Warranty Deed recorded in O.R. Book 1417, Page 565
Warranty Deed recorded in O.R. Book 1419, Page 695
Warranty Deed recorded in O.R. Book 1423, Page 443
Warranty Deed recorded in O.R. Book 1429, Page 268
Warranty Deed recorded in O.R. Book 1438, Page 539
Warranty Deed recorded in O.R. Book 1444, Page 368
Warranty Deed recorded in O.R. Book 1447, Page 420
Warranty Deed recorded in O.R. Book 1448, Page 248
Warranty Deed recorded in O.R. Book 1455, Page 454
Warranty Deed recorded in O.R. Book 1483, Page 565
Warranty Deed recorded in O.R. Book 1494, Page 049
Warranty Deed recorded in O.R. Book 1496, Page 327
Warranty Deed recorded in O.R. Book 1536, Page 675
Warranty Deed recorded in O.R. Book 1539, Page 100
Warranty Deed recorded in O.R. Book 1548, Page 657
Warranty Deed recorded in O.R. Book 1551, Page 458
Warranty Deed recorded in O.R. Book 1587, Page 301
Warranty Deed recorded in O.R. Book 1609, Page 198
Warranty Deed recorded in O.R. Book 1676, Page 004
Warranty Deed recorded in O.R. Book 1706, Page 715
Warranty Deed recorded in O.R. Book 1742, Page 735
Warranty Deed recorded in O.R. Book 1773, Page 548
Warranty Deed recorded in O.R. Book 1812, Page 545

All being recorded in the Public Records of Pinellas County, Florida; and

WHEREAS, the Management and Operating Agreement was subsequently amended and restated on December 30, 1985, as recorded in O.R. Book 6144, page 1506; and was further amended by amendment recorded in O.R. Book 10460, page 1031; and was further amended and restated as recorded in O.R. Book 12366, page 183, all of the Public Records of Pinellas County, Florida; and

WHEREAS, the Articles of Incorporation of Edward Lawrence, Inc. (the "Association") were adopted and filed with the Secretary of State of Florida on December 21, 1962, by the representatives of the initial developer, Huba Corporation, for the purpose of operating and maintaining the property described in the Management and Operating Agreement; and the By-Laws of Edward Lawrence, Inc. were amended and restated and recorded on November 22, 2002 in O.R. Book 12366, page 169 of the Public Records of Pinellas County, Florida; and

WHEREAS, the owners of the apartments described in the Management and Operating Agreement wish to restate the Management and Operating Agreement and Articles of Incorporation and Bylaws in their entirety;

NOW THEREFORE, the undersigned, being the President and Secretary, respectively, of Edward Lawrence, Inc., hereby certify and confirm that the Management and Operating Agreement, the Articles of Incorporation and Bylaws attached as Exhibits A and B, respectively, are hereby restated in their entirety, pursuant to the procedures described in said documents for amendment thereof, at a meeting of the members of Edward Lawrence, Inc. held on FEBRUARY 3rd, 2012, as set forth herein:

WITNESSETH:

The properties described in the foregoing instruments, consisting of Apartment Numbers 1 through 12, 14, 15, and 21 through 34, together with the undivided interests in and to Lot 9, Block "B" A.E. Hoxie's Subdivision, according to map or plat thereof recorded in Plat Book 1, Page 30, Public Records of Pinellas County, Florida, and further described in each of the above-referenced Warranty Deeds, shall be subject to the following express covenants, conditions and restrictions:

1. That said apartments shall be used for resident purposes only. No apartment shall be sold to any speculator, landlord or corporation for the sole purpose of rental income property. Any grantee purchasing said apartment shall not lease or sublease said apartment.
2. The said apartment and parking space shall not be sold and any such sale shall be void unless the purchaser is first approved by the Board of Governors hereafter referred to. Said Board of Governors shall have fifteen (15) days after receiving such notice to approve or disapprove the same, and within the said 15-day period shall have the option to purchase the same, for and in behalf of the owners of the other apartments, on the same terms of the sale, which the apartment owner proposes to sell. In the event the option is not exercised, the owner shall have the right to sell said apartment to any person whomsoever. The restrictions herein contained shall not be applicable to any transaction by which a recognized lending institution obtains title to any apartment, however, a subsequent disposition thereof by an institution shall be subject to such restrictions.
3. That grantee shall maintain and keep in good repair the interior of said apartment, and shall not enlarge said apartment or alter the same without the prior written consent of the Board of Governors.
4. That grantee shall not have or keep any animal pets in said apartment.
5. That grantee will abide by the rules and regulations which may be adopted from time to time, as hereafter provided.

6. That no signs shall be displayed in, on or upon any portion of the building in which said apartment is located.

7. Grantee shall pay promptly when due the charges (herein after described collectively as "assessments") set forth in the next paragraph.

Grantee shall pay monthly assessments for maintenance, upkeep, care, taxes, public utilities, (such as lights for walks, and water), insurance, and all other necessary expenditures unless and until otherwise determined by the owners. Said assessments shall be paid monthly in advance on the first day of each calendar month from the date possession is delivered, as shown on the schedule below.

(The singular herein including the plural, and the masculine herein including the feminine).

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

The breach of any of the foregoing provisions, conditions, 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 mortgage or trustee or owner thereof whose title thereto or whose Grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

Pursuant to Section 720.306, Florida Statutes, this Management and Operating Agreement may be amended by the affirmative vote of two-thirds of the voting interests of the Association, provided however, that an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the Association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment.

The Grantees of apartments in said apartment-building shall elect from among their number three (3) to five (5) Governors to serve on the Board of Governors for a term of one year, without compensation. The exact number of Governors who shall serve on the Board of Governors shall be determined from time to time by resolution of the Board. For the purpose of the election, each apartment owner shall have one vote. In the event of a tie vote at any time over any matter, the existing Chairman of the Board of Governors shall cast the deciding vote. The same voting procedure shall be followed for the removal of such Governor and the election of another Governor.

The duly elected Governors of the apartment-building shall jointly constitute the Board of Governors; a majority vote of the Board of Governors shall enable the said Board to carry out action on behalf of all the said owners of the property.

THE BOARD OF GOVERNORS SHALL HAVE POWER:

1. To levy monthly assessments payable in advance, which monthly assessments shall be based upon the square footage of each apartment. By majority vote the Board of Governors may increase the monthly assessments or vote a special assessment, if required to

meet any necessary additional expenses, but said increase can only be made in direct proportion that the assessment shown bears to the square footage of said apartment.

2. To use and expend the assessments collected to maintain, care for and preserve the apartment-building, grounds and improvements (other than the interior of the apartments, which are to be maintained, cared for and preserved by the individual apartment owner).

3. To pay taxes and assessments levied and assessed against the real property, and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

4. To pay for all public utilities (except telephone) and lights used in walks, insurance and other expenses.

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

6. To repair and replace common facilities, machinery, and equipment.

7. To insure and keep insured the said building and improvements on the property and the owners against loss from fire and/or other casualty, and the owners against public liability, and such other insurance as the Board of Governors may deem advisable. Such insurance may be taken out in the name of the Association for the benefit of all of the owners, and in the event of damage or destruction of property, real or personal covered by such insurance, to use the proceeds to repair and replace the same.

8. The owner agrees that delinquent assessments shall constitute a lien against the owner's apartment, and may be enforced by a suit in equity, in which event the delinquent owner agrees to pay the cost of such proceeding, including a reasonable attorney's fee.

9. To employ workmen, janitors and gardeners, and to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth.

10. To make reasonable rules, and to amend the same from time to time and such rules and amendments shall be binding upon the owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each apartment.

11. To create an assessment fund into which the Board of Governors shall place all sums collected by assessment or otherwise, the assessment fund to be used and expended for the purposes set forth herein.

12. To render to the owners an annual statement of receipts and expenditures.

13. The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

14. It is understood and agreed that Edward Lawrence, Inc. is a non-profit corporation, the members of which shall be the apartment owners; provided that for voting

purposes in such corporation, each apartment, regardless of the number of owners, shall be entitled to one vote.

In consideration of our mutual interest in maintaining the quiet enjoyment of our property, we, the undersigned owners hereby agree with one another that the foregoing document entitled "EDWARD LAWRENCE, INC. AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT" shall constitute a mutual covenant running with the land and shall be enforceable against any violator thereof and that any deed, conveyance or contract made in violation of its terms may be set aside by a court of proper jurisdiction upon complaint of one or more of the parties hereto;

And that this covenant shall be binding on our heirs, personal representatives and assigns, who shall be deemed parties to the same effect as the original signers.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary, respectively, of Edward Lawrence, Inc., hereby certify and confirm that the Management and Operating Agreement, the Articles of Incorporation and Bylaws attached as Exhibits A and B, respectively, are hereby restated in their entirety, pursuant to the procedures described in said documents for amendment thereof, at a meeting of the members of Edward Lawrence, Inc. held on FEBRUARY 3rd, 2012,

IN WITNESS WHEREOF we have hereunto set our hands and seals this 22nd day of March, 2012.

Mary Lawrence
1st Witness

Margaret Grise
2nd Witness

Edward Lawrence, Inc.

By: Nancy Chavey
Nancy Chavey, President

Attest: Myra Carvalho
Myra Carvalho, Secretary

(corporate seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22nd day of March, 2012 by Nancy Chavey and Myra Carvalho, the President and Secretary, respectively, of Edward Lawrence, Inc., who are ☒ personally known to me or ☐ who have produced MNRCH as identification.

Bob Roberts
Notary Public, State of Florida



BOB ROBERTS
MY COMMISSION # EE 054309
EXPIRES: February 24, 2015
Bonded Thru Budget Notary Services

Prepared by and return to:
Grove Law Office, P.A.
2600 East Bay Drive, Suite 220
Largo, FL 33771

**CERTIFICATE OF AMENDMENT
TO THE
EDWARD LAWRENCE, INC.
AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT**

NOTICE IS HEREBY GIVEN that the EDWARD LAWRENCE, INC. AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT, recorded in Official Records Book 17582, beginning at page 1079, of the Public Records of Pinellas County, Florida, is hereby amended, pursuant to the procedures described in said Agreement for amendment thereof, at the meeting of the members of Edward Lawrence, Inc. held on April 12, 2012, as set forth herein:

Paragraph 1 of the Edward Lawrence, Inc. Amended and Restated Management and Operating Agreement was amended to read as follows:

1. That said apartments shall be used for resident purposes only. No apartment shall be sold to any speculator, landlord or corporation for the sole purpose of rental income property. Any grantee purchasing said apartment shall not lease or sublease said apartment. At least one of the permanent occupants of each unit in the Condominium must be fifty-five (55) years of age or older. In order to meet special situations and to avoid undue hardship, the Board of Directors may grant permission to the permanent occupants of a unit who are under fifty-five (55) years of age to reside in the unit even if none of the permanent occupant(s) of the unit is fifty-five (55) years of age or older. However, if such permission would cause the percentage of units that are occupied by at least one permanent occupant who is fifty-five years of age to fall below eighty percent (80%), such permission shall not be granted. A permanent occupant shall be defined for purposes of this restriction as any person who occupies a unit for more than sixty (60) days in any calendar year. No unit owner or lessee of a unit shall permit any person under the age of forty (40) years to be a permanent occupant in his unit, or a guest in his unit for more than sixty (60) days per calendar year.

IN WITNESS WHEREOF, Edward Lawrence, Inc. has caused this Certificate of Amendment to be signed in its name by its President, the Corporate Seal affixed and attested to by its Secretary.

1st Witness Ren W. King
Allison Schultz
2nd Witness
Rebecca Dore
1st Witness
Megan Sandenberger
2nd Witness

Edward Lawrence, Inc.

By: Nancy Chavey
Nancy Chavey, its President

Attest: Myra Carvalho
Myra Carvalho, its Secretary
(CORPORATE SEAL)

STATE OF Michigan
COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me this 16 day of July, 2012 by Nancy Chavey, President of EDWARD LAWRENCE, INC., a Florida corporation not for profit. She is personally known to me or provided Michigan drivers license as identification.

TERESA BURNHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF LENAWE
MY COMMISSION EXPIRES May 4, 2014
ACTING IN COUNTY OF Washtenaw

Teresa Burnham
Notary Public
My Commission Expires

Prince
to STATE OF Ontario
Town
COUNTY OF Collingwood

The foregoing instrument was acknowledged before me this 20th day of July, 2012 by Myra Carvalho, Secretary of EDWARD LAWRENCE, INC., a Florida corporation not for profit. She is personally known to me or provided Ontario Drivers as identification.

Licence No. C0711-55905-45501

[Signature]
Notary Public A Commissioner of Oath
My Commission Expires

Rebecca Lynn Dahl
A Commissioner, etc.,
County of Simcoe,
for the Corporation of the Town of Collingwood
Expires May 8, 2015

Prepared by and return to:
Grove Law Office, P.A.
2600 East Bay Drive, Suite 220
Largo, FL 33771

**CERTIFICATE OF AMENDMENT
TO THE
EDWARD LAWRENCE, INC.
AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT**

NOTICE IS HEREBY GIVEN that the EDWARD LAWRENCE, INC. AMENDED AND RESTATED MANAGEMENT AND OPERATING AGREEMENT, recorded in Official Records Book 17582, beginning at page 1079, of the Public Records of Pinellas County, Florida, as previously amended, is hereby further amended, pursuant to the procedures described in said Agreement for amendment thereof, at the meeting of the members of Edward Lawrence, Inc. held on May 21, 2012, as set forth herein:

Paragraph 1 of the Edward Lawrence, Inc. Amended and Restated Management and Operating Agreement is amended to read as follows:

1. That said apartments shall be used for resident purposes only, and subject to the following:

a. Any grantee purchasing an apartment shall not lease or sublease said apartment, without first obtaining the written approval of the Board of Governors. The Board of Governors will not approve any lease or sublease of an apartment unless the owner has owned the apartment for at least two (2) years. Owners may apply for Board approval of leases or subleases by submitting such application and application fee as may from time to time be established by the Board, along with a copy of the proposed lease and such other information as the Board may reasonably require. The Board shall review lease applications and either approve or disapprove same within 30 days after receipt of the complete application, application fee and security deposit. Any lease or sublease made without Board approval shall be void. The Board may from time to time establish and amend rules and regulations concerning leasing, subleasing and the application process, which may include a requirement for applicant interview. The Board may also require that prospective lessees place a security deposit to be held by the Association to protect against damages to the common areas or association property.

b. Occupancy for one (1) bedroom apartments shall be limited to 2 occupants, and occupancy for two (2) bedroom apartments shall be limited to 4 occupants.

c. At least one of the permanent occupants of each unit in the Condominium must be fifty-five (55) years of age or older. In order to meet special situations and to avoid

undue hardship, the Board of Directors may grant permission to the permanent occupants of a unit who are under fifty-five (55) years of age to reside in the unit even if none of the permanent occupant(s) of the unit is fifty-five (55) years of age or older. However, if such permission would cause the percentage of units that are occupied by at least one permanent occupant who is fifty-five years of age to fall below eighty percent (80%), such permission shall not be granted. A permanent occupant shall be defined for purposes of this restriction as any person who occupies a unit for more than sixty (60) days in any calendar year. No unit owner or lessee of a unit shall permit any person under the age of forty (40) years to be a permanent occupant in his unit, or a guest in his unit for more than sixty (60) days per calendar year.

IN WITNESS WHEREOF, Edward Lawrence, Inc. has caused this Certificate of Amendment to be signed in its name by its President, the Corporate Seal affixed and attested to by its Secretary.

1st Witness2nd Witness1st Witness2nd Witness

Edward Lawrence, Inc.

By:

Nancy Chavey, its President

Attest:

Myra Carvalho, its Secretary
(CORPORATE SEAL)

STATE OF Michigan
COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me this 16 day of July, 2012 by Nancy Chavey, President of EDWARD LAWRENCE, INC., a Florida corporation not for profit. She is personally known to me or provided Michigan drivers license as identification.

TERESA BURNHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF LENAWEE
MY COMMISSION EXPIRES Mar 4, 2014
ACTING IN COUNTY OF Washtenaw


Notary Public

My Commission Expires

Province
STATE OF Ontario
Town
COUNTY OF Collingwood

The foregoing instrument was acknowledged before me this 20th day of July, 2012 by Myra Carvalho, Secretary of EDWARD LAWRENCE, INC., a Florida corporation not for profit. She is personally known to me or provided Ontario Driver's Licence as identification.

No. C0711-55905-45501



Notary Public A Commissioner of Oath
My Commission Expires

Rebecca Lynn Dahl
A Commissioner, etc.,
County of Simcoe,
for the Corporation of the Town of Collingwood
Expires May 8, 2015