

AMENDMENT TO
THE DECLARATION OF CONDOMINIUM AND BYLAWS OF
PARKWOOD SQUARE APARTMENTS, BUILDING B, A CONDOMINIUM

WHEREAS, the Board of Governors and Unit Owners of PARKWOOD SQUARE APARTMENTS, BUILDING B, A CONDOMINIUM, hereinafter referred to as Association, desires to amend the Declaration of Condominium and Bylaws for said condominium association, which Declaration of Condominium and Bylaws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 3648, beginning with Page 313, et seq., on October 26, 1971.

WHEREAS, a special meeting of the Board of Governors of the association and said unit owners/members was duly called in accordance with the Declaration of Condominium and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, as such special meeting which took place on April 14, 1993, there was present a quorum of Governors and a quorum of unit owners/members as defined and required by the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said association.

WHEREAS, after due consideration, of said proposed amendments, which amendments were proposed by resolution by said Governors, same were presented for a vote, and accepted by a unanimous vote of the Board of Governors, and said amendments were approved by the vote of the required percentage of unit owners/members according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said association.

WHEREAS, that the Board of Governors and the unit owners/members have approved the amendments to the Declaration of Condominium and Bylaws and said amendments are hereinafter provided.

NOW THEREFORE, said Declaration of Condominium and Bylaws shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendments are to be provided within said Declaration of Condominium and Bylaws and said amendments are as follows:

St. Petersburg, FL 33733.

REC'D IN CONDOMINIUM FILE BOOK
Pages 28 through 30.

REC-15
05:50
05:51
95

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: /

AMENDMENTS TO DECLARATION

10.C. Liability Insurance - The Association or its delegate shall maintain a general liability policy in a mutual or stock company or companies, licensed to do business in the State of Florida and non-assessable, insuring the various persons and corporations having an interest in any part or all of the Condominium property, affording a protection to the limit of ~~\$100,000.00~~ \$1,000,000.00, in the event of death or injury in any one accident; and to the limit of \$10,000.00 in the event of damage to any property. Policies subject to \$100.00 deduction shall be deemed satisfactory. Said liability insurance policy shall not apply or afford protection to any such individual person or persons, or corporation, on liability arising out of such portions of the Condominium property of which such individual, person or corporation has exclusive possession, and to which the common access is denied to other members of the Condominium or general public.

18. RESIDENT AGENT - The Resident Agent of the Association to receive service of process is ~~ALBERT C. WERLY~~ RICHARD A. ZACUR, ESQUIRE, whose business address is: ~~6641~~ 5200 Central Avenue, St. Petersburg, Florida; who shall serve until he resigns, but shall serve after resignation until his replacement has been designated by the Board of Governors, and the name and residence address of the replacement agent are filed in the Office of the Clerk of the Circuit Court in Pinellas County, Florida.

AMENDMENT TO BY-LAWS

5.E. Regular Meetings of the Board of Governors - shall be held ~~on the first Monday of each month~~ monthly, unless otherwise indicated in writing. Notice of regular meetings shall be given to each Governor, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless such notice is waived.

RESOLVED, further, that said amendments to the Declaration of Condominium and Bylaws of the association are hereby adopted, approved and the Board of Governors shall have same recorded in the Public Records of Pinellas County, Florida.

PARKWOOD SQUARE APARTMENTS,
BUILDING B, A CONDOMINIUM

BY: Virginia D. Flynn
Chairman

BY: Jean Norberg
Vice Chairman

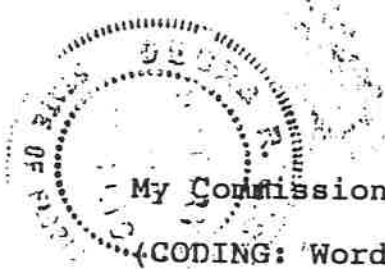
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of August, 1993, by Virginia D. Flynn, the Chairman, and Jean Norberg, Vice Chairman, who are personally known to me or who have produced N/A / N/A as identification and who did take an oath and depose and says that they executed the foregoing amendments and acknowledged to and before me that they executed said amendments for the purpose therein expressed.

Witness my hand and official seal this 6th day of August, 1993.

Debra R. Lisheid
Notary Public

Debra R. Lisheid
Notary Name Typed/Printed



My Commission Expires: 3-11-94

(CODING: Words in underscored type indicate changes from original Declaration and Bylaws and deletions from the original Declaration and Bylaws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration and Bylaws are not affected by this amendment and shall remain the same.)

4015245 JMD 08-11-93 12:48:07		
01 AGR-PARKWOOD SQUARE APARTMEN		
RECORDING	1	\$15.00
REVENUE	13	\$0.50

TOTAL:		\$15.50
CHECK AMT. TENDERED:		\$15.50
CHANGE:		\$0.00

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
PARKWOOD SQUARE B., NO. 3, A CONDOMINIUM

I HEREBY CERTIFY that the attached pages are a true and exact copy of the recent amendment to Section 6 of the DECLARATION OF CONDOMINIUM of Parkwood Square B, A Condominium, as adopted on May 21, 1990, by a vote of 75% of the membership. Further that the attached amended Rules and Regulations be attached as Exhibit B to the DECLARATION OF CONDOMINIUM having been approved by a vote of 75% of the membership on this same date.

WITNESSES:

Mildred Veum
Brova C. Gault

PARKWOOD SQUARE B CONDOMINIUM

Millie Goodwin
 Millie Goodwin, President
Alice W. Ruhlman
 Alice Ruhlman, Secretary/Treasurer

Sworn to and subscribed
 before me this
 21th. day of
 May, 1990

Prepared by
 Millie Goodwin
 C/O Creative Solutions & Services, Inc.
 6161 9th. St. No., Suite 101
 St. Petersburg, FL 33703

Joseph D. McBride

Currently filed in Public Records
 O.R. 3648, page 316

My Commission Expires
 Notary Public, State of Florida
 My Commission Expires May 14, 1992

Return to:
 Millie Goodwin
 C/O Creative Solutions & Services Inc.
 6161 9th. St. No., Suite 101
 St. Petersburg, FL 33703

Condominium Plats pertaining hereto are
 recorded in Condominium Plat Book 9 Pages 28-30.

DI RECORDING
 REC 19.50
 DS _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 REV _____
 TOTAL 19.50

26086756 NSB 05-31-90 13:18:36
 01 -
 RECORDING 1 \$19.50
 TOTAL: \$19.50
 CHECK AMT. TENDERED: \$19.50
 CHANGE: \$0.00

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WITNESSES:

PARKWOOD SQUARE B CONDOMINIUM

Maidera Veum

Millie Goodwin

Millie Goodwin, President

Grove C Gault

Alice W Ruhlman

Alice Ruhlman, Secretary/Treasurer

Sworn to and subscribed
before me this

Prepared by

Millie Goodwin
C/O Creative Solutions & Services, Inc.
6161 9th. St. No., Suite 101
St. Petersburg, FL 33703

21th. day of

May, 1990

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01 RECORDING

REC 19.50
DS _____
INT _____
FUES _____
NTF _____
P/C _____
REV _____

TOTAL 19.50

26088756 NBB 05-31-90 13:18:36
RECORDING 1 \$19.50
TOTAL: \$19.50
CHECK AMT. TENDERED: \$19.50
CHANGE: \$0.00

RECORDED IN PINELLAS COUNTY
CLERK OF DISTRICT COURT

71119379

D.R. 3648 PAGE 313

OCT 26 8 42 AM '71

DECLARATION OF CONDOMINIUM

Pl-9/28,30

OF

PARKWOOD SQUARE APARTMENTS, BUILDING B,
A Condominium

PARKWOOD SQUARE APARTMENTS, INC., a Florida corporation, and SHELDON L. ROTHMAN and ARLENE E. ROTHMAN, his wife, and JOHN BEATTY and BEATRICE BEATTY, his wife, herein called "OWNERS", on behalf of themselves, their heirs, administrators, executors, successors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes 1963 as amended, known as the Condominium Act.

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

See attached Addendum.

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

2. CONDOMINIUM NAME - This Condominium shall hereafter be known as PARKWOOD SQUARE APARTMENTS, BUILDING B, a Condominium.

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

4. DEFINITIONS - Terms used herein are defined as follows:

A. Apartment - That part of the apartment building capable of independent use as described on a Surveyor's plans as "Apartment", followed by an identifying number, shall include that part of the building containing the apartment that lies within the boundaries of

This instrument was prepared by:
ALBERT C. WERLY, ATTORNEY
6641 Central Avenue
P.O. Box 13209

St. Petersburg, Florida 33733
Phone 347-1293
CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK
PAGES 28 THROUGH 30

such apartment, which boundaries are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

3) Easements through apartments for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to apartments and the common elements.

4) An easement for support in every portion of an apartment which contributes to the support of a building.

5) Installations for the furnishing of utility service to more than one apartment, or to the common elements, or to an apartment other than the apartment containing the installation.

6) The property and installations in connection therewith required for the furnishing of services to more than

one apartment, or to the common elements.

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

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

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

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

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

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

Each Condominium Apartment is identified by a number as shown on said documents attached hereto as Exhibit "D", so that no apartment bears the same designation as does any other apartment.

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

APT. NO.	%	APT. NO.	%	APT. NO.	%
101	.03395	201	.03395	301	.03395
102	.03085	202	.03085	302	.03085
103	.02778	203	.02778	303	.02778
104	.02778	204	.02778	304	.02778
105	.02778	205	.02778	305	.02778
106	.02778	206	.02778	306	.02778
107	.02778	207	.02778	307	.02778
108	.02778	208	.02778	308	.02778
109	.03395	209	.03395	309	.03395
110	.03395	210	.03395	310	.03395
111	.03395	211	.03395	311	.03395

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

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

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

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

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

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

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

Cause the buildings, appurtenances and grounds of the Condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal

window, return AC compressors

maintenance and repair work as may be necessary.

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

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

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

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

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

APT. NO.	%	APT. NO.	%	APT. NO.	%
101	.03395	201	.03395	301	.03395
102	.03085	202	.03085	302	.03085
103	.02778	203	.02778	303	.02778
104	.02778	204	.02778	304	.02778
105	.02778	205	.02778	305	.02778
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107	.02778	207	.02778	307	.02778
108	.02778	208	.02778	308	.02778
109	.03395	209	.03395	309	.03395
110	.03395	210	.03395	310	.03395
111	.03395	211	.03395	311	.03395

B. Additional Assessments - The Condominium Association or its delegate is hereby vested with the authority to levy additional assessments from time to time as may be necessary for the management, operation, maintenance, repair or replacement of the common elements. These additional assessments shall be paid by the Condominium Parcel Owners to the Association or the Management Corporation in the proportions set forth in sub-paragraph A above.

C. Assessments for Liens and Taxes - All liens of any nature; including taxes and special assessments levied by governmental authorities, which are a lien upon more than one Condominium Parcel or upon any portion of the common elements shall be paid by the Association as a common expense, and shall be assessed against the Condominium Parcels in the pro-rata share set out in sub-paragraph A above, except that any lien which pertains to a distinct individual condominium parcel or parcels shall be assessed directly to that Condominium parcel and its owner.

8 of 8 Interest from Due Date

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

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

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

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

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

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

C. Liability - Notwithstanding the duty of the Association to maintain and repair the common elements, the Association, or its delegate or the Management Corporation, 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.

10. INSURANCE - All insurance policies, excepting title insurance, upon the common elements, shall be purchased by the Association for the benefit of the Condominium parcel owners and their respective mortgagees, as their interest may appear, and shall provide for the

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

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

B. Condominium Property Coverage - The Association, or its delegate, shall keep insured the Condominium Property in a good and responsible insurance company, or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire or other casualty, in a sum not less than eighty (80%) percent of the insurable replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand (\$1,000.00) Dollars or one (1%) percent deduction shall be deemed satisfactory.

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

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

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

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

C. Liability Insurance - The Association or its delegate shall maintain a general liability policy in a mutual or stock company or companies, licensed to do business in the State of Florida and non-assessable, insuring the various persons and corporations having an interest in any part or all of the Condominium property, affording a protection to the limit of \$100,000.00, in the event of death or injury in any one accident; and to the limit of \$10,000.00 in the event of damage to any property. Policies subject to \$100.00 deduction shall be deemed satisfactory. Said liability insurance policy shall not apply or afford protection to any such individual person or persons, or corporation, on liability arising out of such

5-6-93
Amended

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

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

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

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

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

A. Transfers Subject to Approval -

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

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

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

4) Other Transfers - If an Apartment Owner shall acquire his apartment by any manner not considered in the foregoing sub-sections, the continuance of his ownership of such apartment shall be subject to the approval of the Association, excepting for apartments held in joint tenancy, estate by the entirety, or tenants in common.

B. Approval by Association - Approval of the Association that is required for the transfer of ownership of apartments shall be by majority vote of the Board of Governors, and shall be obtained in the following manner:

1) Notice to Association -

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

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

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

2) Certificate of Approval -

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

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

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

1) Sale or Assignment of Leasehold - If the proposed transaction is a sale or assignment of the leasehold, and if notice of such sale given by the Apartment owner shall so demand, then, within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified or registered mail, to the apartment owner, an agreement to purchase the apartment by the Association, or by a purchaser approved by the Association, who will purchase, and to whom the Apartment owner must sell the apartment upon the following terms:

Handwritten notes:
1) Based on approval of Board of Governors
2) Chairman or Vice-Chairman signs the certificate
3) Chairman or Vice-Chairman signs the certificate

Handwritten note:
4) Association must purchase

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

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

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

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

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

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

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

b) If the Association shall fail to provide a purchaser upon the demand of an apartment owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default in its agreement to

Handwritten notes:
Sub-lease
not down
a purchaser
the Association must purchase

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

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

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

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

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

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

B. Costs and Attorneys' Fees - In any proceedings arising because of an alleged failure of an apartment owner, occupant, or lessee, to comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations as may be adopted from time to time, the Association, or its delegate, or the Management Corporation, shall be entitled to recover the cost of the proceeding, together with reasonable attorneys' fees to be determined by the Court.

C. No Waiver of Rights - The failure of the Association, the Management Corporation, or any apartment owner to enforce any covenants, restriction, rule or regulation or other provision of the Condominium Act, this Declaration, the By-Laws or the Rules and Regulations that may be adopted from time to time, shall not constitute a waiver of the right to do so thereafter.

No MTG
Sept Note
State Bank
not to be done
FSLA
No more
than 70%

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

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

B. Notice - A written notice of the subject matter of the proposed amendment shall be served upon the fee simple owners of the Condominium Parcels and upon owners of said leasehold estates, by United States mail to the address which they have registered with the Condominium Association. Said notice shall be mailed at least ten (10) days prior to the date of the meeting at which the proposed amendment is to be considered.

C. Resolution - A resolution proposing the adoption of amendments to the Declaration of Condominium and/or By-Laws must be approved by seventy-five (75%) percent of said owners, providing that the holders of all liens as described in Paragraph 13 D above affecting any of the condominium parcels consent thereto or agree; provided, however, that each condominium parcel shall be entitled to one vote for the owner of the leasehold estate and one vote for the fee simple owner. Providing further, that in the event one or more persons are owners in fee simple of one condominium parcel, or more than one condominium parcel, he or they shall have collectively as many votes as condominium parcels. The condominium parcel owners in fee simple who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

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

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

17. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any condominium parcel, the Association or one or more condominium parcel owners shall have the right to purchase such condominium parcel at the foreclosure sale for the amount set forth to be due the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a National or State Bank, a Federal Savings and Loan Association, a Life Insurance company or a vendor-mortgagee from owning a Condominium parcel, and such mortgagee shall have an unrestricted, absolute right to accept title to the condominium parcel 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 Condominium parcel at the foreclosure sale. In the event the mortgagee taking title on such foreclosure sale, or taking title in lieu of foreclosure sale may acquire such condominium parcel and occupy the same and sell the same without complying with the restriction limiting the occupancy of said property to persons approved by the Association or its delegate. In the event the Association purchases a Condominium Parcel pursuant to the provisions of this paragraph, all sums expended shall be a common expense.

5-6-93
 memo

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

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

<u>NAME</u>	<u>ADDRESS</u>
SHELDON L. ROTHMAN	4970 11th Avenue North St. Petersburg, Florida
JOHN BEATTY	6890 20th Street South St. Petersburg, Florida
STEVE WILLIAMS	4888 21 Avenue North St. Petersburg, Florida

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

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

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

Wherever the term "OWNER" is used herein, the same shall include owner of leasehold estates having an original term of ten (10) years or more, where the text so allows, excepting as referred to in paragraph 6 of this Declaration of Condominium.

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 thereto, or whose grantor's title thereto, is or was acquired by

foreclosure, trustee's sale or otherwise.

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

21. ACQUISITION OF ADDITIONAL INTEREST - The Condominium Association hereinabove set forth and created by virtue of this Declaration of Condominium, shall be and the same is hereby authorized and empowered, from time to time, and subsequent to the recording of this Declaration of Condominium, to acquire and/or enter into agreements whereby the Association acquires leasehold membership and/or other possessory or use interest in lands and/or facilities, including but not limited to easements, additional rights-of-ways, licenses, club houses or other recreational facilities, whether or not contiguous to the land of this Condominium, intended to provide for the enjoyment, recreation, additional egress and ingress, easements, licenses, rights-of-ways, or other use or benefit to the Condominium Parcel owner or tenant. The Association is hereby empowered to pass, adopt or include, rules, regulations, covenants and restrictions concerning the use of the same by said Condominium Parcel owners or tenants.

The costs and expense of the maintenance, repair or replacement of such possessory or use interest in lands or facilities so acquired shall be an equal common expense as hereinabove set forth. Providing further, that in the event this Association acquires such possessory or use interest in common with another Condominium or Condominiums, that the common expense attributable to each Condominium Parcel in this Condominium shall be that sum which is the quotient of the total expense divided by the total amount of Condominium Parcels having an interest in such possessory or use interest in such lands or other facilities:

The said Association is and the same is hereby empowered to give, grant, convey and enter into agreements with another Condominium or Condominiums, creating walkways, streets, easements, license rights-of-ways, sewer lines and lift stations, water mains and other utility conduits or easements over, on, upon and through that portion of the common elements of this Condominium which is without the building or buildings or any part thereof, situated upon the real property described in paragraph 1. hereof. That, as a condition thereto, and in consideration of such grants, conveyances or agreements, each such Condominium which is or shall become a party thereto shall assume as a common expense their pro-rata share of the cost and expenses of the maintenance thereof. That such cost and expense shall be an equal sum to each Condominium parcel contained in all of the Condominiums having an interest therein.

All grants, conveyances, agreements or otherwise, entered into by virtue of this paragraph of the Declaration of Condominium, shall be approved by not less than the majority of the Board of Governors of the Association. That the agreements, conveyances, or otherwise, should contain a provision certified to by the Secretary of the Association that the same is ratified and approved by a majority of the Board of Governors of the Association.

That all such grants, conveyances, and/or agreements shall automatically terminate as the same relates to a specific condominium or condominiums terminating their existence as a condominium.

22. TERMINATION - All of the unit owners in fee simple, and all of the owners of leasehold estates having an original term of ten (10) years or more, may remove the Condominium Property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, by an instrument to that effect duly recorded. Providing further, that all the holders

Providing further, that all the holders of all mortgage liens affecting any of the Condominium Parcels must consent thereto and agree by joining in the instrument duly recorded. That their liens shall thereupon be transferred to the percentage of the undivided interest of the unit owner in the property as herein-after provided.

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

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered into this 22 day of October, 1971.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature] (SEAL)
SHELDON L. ROTHMAN

[Signature] (SEAL)
ARLENE E. ROTHMAN

[Signature] (SEAL)
JOHN BEATTY

[Signature] (SEAL)
BEATRICE BEATTY

PARKWOOD SQUARE APARTMENTS, INC.
BY [Signature] President

Attest: [Signature] Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, SHELDON L. ROTHMAN and ARLENE E. ROTHMAN, his wife, and JOHN BEATTY and BEATRICE BEATTY, his wife, and SHELDON L. ROTHMAN and JOHN BEATTY, as president and secretary respectively of PARKWOOD SQUARE APARTMENTS, INC., a Florida corporation,

and that they severally acknowledged before me that they executed the above instrument in the presence of two witnesses, freely and voluntarily and that said corporation was duly vested with such power so to do, and that the seal affixed is the official seal of said corporation.

WITNESS my hand and official seal at St. Petersburg, Florida, this 22 day of October, 1971.

[Signature]
NOTARY PUBLIC
My Commission expires: 3-23-73

LEGAL DESCRIPTION

The Easterly 129 feet of Lot 1, SHERYL MANOR SCHANZENBACH ADDITION 6th PARTIAL REPLAT, as recorded in Plat Book 66, page 41, Public Records of Pinellas County, Florida, in Section 8, Township 31 South, Range 16 East, St. Petersburg, Pinellas County, Florida, being further described as: From the Northeast corner of Lot 1, SHERYL MANOR SCHANZENBACH ADDITION 6th PARTIAL REPLAT, as recorded in Plat Book 66, page 41, Public Records of Pinellas County, Florida, as a point of beginning, run thence South $0^{\circ}21'25''$ West, 461.13 feet, to the Southeast corner of Lot 1; thence North $89^{\circ}46'20''$ West, 129.00 feet; thence North $0^{\circ}21'25''$ East, 461.13 feet; thence South $89^{\circ}51'35''$ East, 129.00 feet to the Point of Beginning, all lying and being in Pinellas County, Florida.