

RECORDED
PINELLAS CO. FLORIDA
HAROLD MULLENDORE, CLERK

AUG 18 4 56 PM '66

DECLARATION OF CONDOMINIUM

For

TYRONE FIFTH AVENUE APARTMENTS "B" & "C"

JOSEPH ZAPPALA and CAROLE V. ZAPPALA, his wife, SHELDON L. ROTHMAN and ARLENE E. ROTHMAN, his wife, JOHN BEATTY and BEATRICE BEATTY, his wife, herein called "Original Owners," on behalf of themselves, their heirs, administrators, executors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes 1963 as amended, known as the Condominium Act;

WHEREAS, Original Owners are all the owners in fee simple of certain Real Property hereinafter described;

AND WHEREAS, Original Owners desire to submit said Real Property together with all improvements and related facilities to be 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:

LEGAL DESCRIPTION TO SAID REAL PROPERTY IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF AS THOUGH SET FORTH IN FULL,

the same being in Pinellas County, Florida, owned by Original Owners, and the improvements to be constructed thereon from 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 TYRONE FIFTH AVENUE APARTMENTS "B" & "C", A Condominium.

3. CONDOMINIUM ASSOCIATION NAME - The name of the Condominium Association herein formed shall be TYRONE FIFTH AVENUE APARTMENTS ASSOCIATION "B" & "C". This association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Laws of Florida 1963, Section 12, as amended. The operation of the Condominium properties shall be governed by the By-Laws attached to this Declaration as Exhibit "B" and by provisions set forth herein.

"Condominium Plat pertaining hereto is recorded in the Condominium Plat Book 1 Page 52-53-54"

4. DEFINITIONS - 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, as shown as being from the outside surface of the ceiling down to the floor, inclusive of the floor covering, and within the outside four walls from the outside surface of the plaster to the outside surface of the plaster, to the outside surface of the windows and doors, together with the screened porch being from the outside surface of the ceiling down to the floor, inclusive of the floor covering, and within the four walls from the outside surface of the plaster, or other wall material, to the outside surface of the plaster, or other wall material, to the outside surface of the windows, doors and/or screens, according to Exhibits "C" and "D" attached hereto.

(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 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.

(d) Common Expenses - Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the association, special assessments and management costs and fees.

(e) Common Surplus - Means the excess of all receipts of the association over and above the amount of common expense.

(f) Condominium Property - Means and includes the land in a 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.

(g) Condominium Parcel - Condominium parcel means a unit or apartment together with the undivided share in the common elements which is appurtenant to the apartment.

5. IDENTIFICATION AND PERCENTAGE OF COMMON ELEMENTS APPURTENANT EACH UNIT - The condominium apartments and all other improvements constructed on the condominium property are set forth in detail in the plans attached hereto and made a part hereof, marked Exhibits "C" and "D". Each condominium apartment is described in said plans 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 further evidenced by the Engineer's and Surveyor's certificate attached hereto as Exhibit "F".

Each condominium apartment is identified by a number as shown on the plans attached hereto as Exhibits "C" and "D", and made a part hereof, 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:

<u>Apt. No.</u>	<u>Percent</u>	<u>Apt. No.</u>	<u>Percent</u>	<u>Apt. No.</u>	<u>Percent</u>	<u>Apt. No.</u>	<u>Percent</u>
B-1	4.835	B-8	3.30	C-1	4.835	C-6	4.835
B-3	4.835	B-9	4.835	C-2	4.835	C-7	4.835
B-4	4.835	B-10	4.835	C-3	4.835	C-8	4.835
B-5	4.835	B-11	4.835	C-4	4.835	C-9	4.835
B-6	4.835	B-12	4.835	C-5	4.835	C-10	4.835
B-7	4.835						

6. CHANGES IN PLANS AND SPECIFICATIONS - The original owners herein are hereby authorized to make whatever changes they may deem necessary in the plans and specifications during the construction of improvements on said property.

7. ORIGINAL OWNERS' APARTMENTS AND PRIVILEGES - The Original Owners are irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent apartments or condominium parcels to any persons or corporations approved by them and for any lawful purpose, and to provide and charge for water, sewer and garbage service, and provide and charge for insurance on the common elements. Said Original Owners 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 and remain the property of the Original Owners. In the event there are unsold condominium parcels, the Original Owners retain the right to be the owners thereof, under the same terms and conditions as other owners save for this right to sell, rent or lease as contained in this paragraph, and to provide and charge for insurance on the common elements, and provide and charge for water, sewer and garbage service.

8. MAINTENANCE - The responsibility for the maintenance of the Condominium Property shall be as follows:

(a) By the Apartment Owner - The responsibility of the Condominium Parcel owner shall be to maintain, repair and replace at his expense all portions of the apartment contained within the boundary of the apartments as described hereinabove in Paragraph 4, sub-paragraph (a).

(b) By a Management Corporation or Association - Should a contract be entered upon with a management corporation or association as provided under the powers of delegation contained in Paragraph 10, sub-paragraph (a) hereof, then and in such event the management corporation or association shall, from the monies received monthly and by assessments, operate, maintain, manage and repair or replace all portions of

the common elements. Funds for the payment thereof shall be assessed against the Condominium parcel owners.

In the event that no management contract is entered upon or outstanding, then the association shall perform said services.

9. 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, and paid by the apartment owners to the association, or its delegate, in accordance with the following provisions:

(a) Share of Expenses - Each one-bedroom condominium parcel owner shall be liable for 3.30 % of the common expenses, and each two-bedroom condominium parcel owner shall be liable for 4.835 % of the common expenses; and any common surplus shall be owned by each condominium parcel owner in a like share.

(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 its delegate, in the proportions set forth in paragraph (a) above.

(c) Assessments for Liens - 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.

(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%) per cent per annum from the due date until the date of payment. The condominium association or its

delegate shall have a lien upon each condominium parcel for unpaid assessments and interest which lien upon each condominium parcel shall be effective after recording in the public records of Pinellas County, 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, the name of the recordowner. 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 delegates or the management corporation if all 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.

10. ADMINISTRATION. The administration and management of the condominium property, including but not limited to, the acts, required of the association by this Declaration, 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 TYRONE FIFTH AVENUE APARTMENTS ASSOCIATION "B" & "C" 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 corporation, and upon such conditions and terms as the association may elect, subject, however, to the approval of all holders of mortgage liens affecting any condominium parcel.

(b) The Association shall be governed by the following provisions:

(1) The By-Laws of the Association - Exhibit "B" 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 "E" 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 common elements, 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.

11. 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 mortgagee 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.

(a) Provided, however, that each condominium parcel owner may obtain additional insurance at his own expense on his apartment affording coverage upon his apartment; 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 not less than 80% of the replacement costs of the common elements exclusive of the land.

(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 condominium parcel owners against loss resulting by virtue of injury resulting from accidents occurring on the common elements. Provided, however, that it shall be the responsibility of the individual condominium parcel owner to purchase liability insurance for protection against injuries sustained as a result of accidents which occur within the boundaries of the apartment.

(d) The proceeds of such insurance policies payable as a result of casualty losses to the common elements shall be held by the condominium association or its delegate for the benefit of the condominium parcel owners and first mortgagees at a ratio which reflects the

amount of damage incurred by each condominium parcel. 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.

(e) Notwithstanding the provisions contained in Paragraphs 11, 11 (a), 11 (b) and 11 (c), the insurance policies shall be purchased by the original owners on the common elements of any and all condominium parcels owned by them.

12. 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 untenable 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 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 untenable 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. The proceeds of the casualty insurance shall also be held in trust by the named trustee for the benefit of the association member and their mortgagees as their interest 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 so damaged shall repair the same within 120 days of the casualty loss and shall bear the cost of such repair, provided,

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

13. 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 condominium parcel owner's share as set forth in Exhibit "D", Surveyor's Plans, or in the event the tax assessor assesses each condominium parcel 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.

14. USE RESTRICTIONS - Subject to provisions in Paragraph 7 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 concerning the use of the condominium property may be made and amended from time to time by the Association.

15. SALE - No condominium parcel shall be sold, leased or subleased 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, or its delegate shall have the option to purchase the subject condominium

parcel for and in behalf of the owners of other condominium parcels within fifteen days after it has received written notice 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, or its delegate fails to exercise the option to purchase within the fifteen-day period provided, then the owner of the condominium parcel 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.

16. COMPLIANCE AND DEFAULT - Each condominium parcel owner shall be governed by and shall comply with the terms of this Declaration and By-Laws as they now exist and may be amended from time to time. Failure to so comply shall entitle the Association, or its delegate to bring actions at law or equity against condominium parcel owners or tenants for their failure to so comply. The action shall be brought by the Association or its delegate. The Association, or its delegate, in such actions shall recover all costs including reasonable attorneys' fees as part of its judgment. The failure of the Association or its delegate to enforce any provision of the Condominium documents shall not constitute a waiver of the right to do so thereafter.

17. AMENDMENT - This Declaration of Condominium and By-Laws may be amended in the following manner:

(a) Declaration of Condominium - 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 condominium parcel owners or by the condominium parcel owners of a leasehold estate having an original term of ten (10) years or more, 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 fee simple owners of the condominium parcels and upon owners of said leasehold estate, 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 amendments to the Declaration must be approved by 75% of said owners; 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.

(2) Amendments to the Declaration of Condominium proposed by the association, a management corporation or the association delegate, 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 fee simple owners of the condominium parcels and upon owners of said leasehold estate, 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 amendments to the Declaration must be approved by 75% of said owners; provided, however, that each condominium parcel shall be entitled to one vote for the owners of the leasehold estate and one vote for the fee simple owners. 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.

(3) Recording - Upon the adoption of the amendment the association or its delegate, 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.

(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 these 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 of its delegate, 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.

18. COVENANTS RUNNING WITH THE LAND - All of the provisions of the Declaration and By-Laws 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 of this document.

19. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any condominium parcel, the Association or its delegate on behalf of one or more condominium parcel owners, shall have the right to redeem from the mortgages for the amount due thereon or to purchase such condominium parcel at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a condominium parcel, and such lending institution 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. If such default is not cured as aforesaid and should the Association or its delegate 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 or taking title in lieu of foreclosure sale may acquire such condominium parcel and occupy the same and sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association or its delegate. If the Association or its delegate or any members as aforesaid, redeem such mortgage or cure such default, it shall have a lien against the apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of past-due assessments.

20. POWERS OF ASSOCIATION - 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 Authorized under Chapter 711 Florida Statutes 1963 as amended, by the laws of the State of Florida and of the United States of America, and which are not in conflict with the terms of the Condominium documents.

21. RESIDENT AGENT - The Resident Agent of this 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.

22. BOARD OF GOVERNORS - The Board of Governors of the Condominium Association which shall consist of four persons, who shall be owners of the Condominium property, shall be selected in accordance with the provisions of the By-Laws, and shall serve for a period of one year provided that the first Board of Governors, notwithstanding ownership of a condominium parcel, shall consist of the following four persons:

<u>NAME</u>	<u>ADDRESS</u>
ALBERT C. WERLY	6641 Central Avenue St. Petersburg, Florida
SHELDON L. ROTHMAN	6641 Central Avenue St. Petersburg, Florida
JOHN BEATTY	6641 Central Avenue St. Petersburg, Florida
JOSEPH ZAPPALA	6641 Central Avenue St. Petersburg, Florida

The above named individuals shall serve for a period of five years and their successors are duly elected thereafter in accordance with the terms of the Condominium Declaration and the By-Laws. 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 PROVISIONS - In the event that the Association shall avail itself of the privilege of delegating all of its managerial duties powers and authorities, as provided for in Paragraph 10 (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," or "delegate" as provided in said paragraph 10 (a), where the context required to be consistent with the provisions 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 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 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 liens affecting any condominium parcels, such approval, however, not being unreasonably withheld, the Condominium Association shall not purchase or acquire land or leaseholds, enter into contracts or in any other manner, do or perform any act or function which would result in a substantial increase in the common expense.

24. TERMINATION - All of the unit owners in fee simple and all of the owners of a leasehold estate having an original term of ten years or more, may remove the condominium property from the provision of this declaration and of the provision of Chapter 711 Florida Statutes by an instrument to

that effect, duly recorded, provided that all the holders of all liens affecting any of the condominium parcels consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property as hereinafter provided.

Upon removal of the condominium property from the provisions of this declaration and from 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, 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 this 18th day of August, 1966.

WITNESS:

[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

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,

to me well known and known to me to be the persons described in and who executed the foregoing Declaration of Condominium, and they acknowledged before me that they executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal at St. Petersburg, County of Pinellas and State of Florida, this 18th day of August, 1966.



[Signature]
Notary Public

LEGAL DESCRIPTION: Commencing at the Northeast corner of Section 20, T. 31 S., R. 16 E.; thence West 681.64 feet along North Line of said Section 20, P.M.S., R. 16 E., said line also being center line of Fifth Avenue North; thence S. 0° 19' E., 50.0 feet to the south R.O.W. Line of Fifth Avenue North and P.O.B.; thence continue S. 0° 19' E. along West R.O.W. Line of 59th Street North, 222.67 feet to North R.O.W. Line of Dartmouth Avenue North; thence S. 89° 58' W. along said North Line of Dartmouth Avenue North 330.0 feet to East Line of MERNA MANOR as recorded in Plat Book 31, Page 47, Pinellas County, Florida; thence N. 0° 19' W. along said plat 223.02 feet to South Line of Fifth Avenue North; thence East along said South Line of Fifth Avenue North 33.0 feet; thence S. 0° 19' E., 145.67 feet; thence East 264.0 feet; thence N. 0° 19' W., 145.67 feet to South Line of Fifth Avenue North; thence East along said South Line of Fifth Avenue North 33.0 feet to West Line of 59th Street North and P.O.B.

HANSEN ENGINEERING CO.

Ralph M. Hansen
 Ralph M. Hansen, President
 REGISTERED LAND SURVEYOR #1182
 5700 54th Avenue North
 St. Petersburg, Fla.

