

70015206

DECLARATION OF CONDOMINIUM OWNERSHIP OF

POINTE TOWERS CONDOMINIUM APARTMENTS, A CONDOMINIUM

This is a Declaration of Condominium made this 30TH day of DECEMBER, A.D. 1969, by POINTE TOWERS, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns.

The Developer makes the following declarations:

1. The following described property, including all improvements thereon, hereinafter referred to as "condominium property", is hereby submitted to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963, as amended, hereinafter referred to as and called "The Condominium Act":

Lots 8, 9 and 10, DUFFEY'S SUBDIVISION
according to replat recorded in Plat
Book 3, page 43, public records of Hills-
borough County, Florida, of which Pinellas
County was formerly a part.

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN THE CONDOMINIUM
PLAT BOOK 5, PAGES 36, 37 + 38.

(a) All improvements erected or installed on said land, including one (1) building containing fourteen (14) condominium units and related facilities.

2. The condominium is to be identified by the name POINTE TOWERS CONDOMINIUM APARTMENTS.

3. DEFINITIONS: For all purposes in this Declaration, and for all purposes in the Articles of Incorporation and By-Laws of POINTE TOWERS CONDOMINIUM, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Condominium Unit -- The unit being an apartment space, designated "condominium unit" on the sketch of survey and plans recorded as aforesaid as the Condominium Plats, marked Exhibit "A" and made a part hereof, and as defined by and limited in the Condominium Act, and including the exterior door.

FEB 11 12 55 PM '70

PINELLAS COUNTY CLERK
HAROLD MULLINS, CLERK

Attest: J. Davis, of Goldner, Marger, Davis
& Ritzky, P.A., 3819 Central Avenue
St. Petersburg, Florida 33713

(b) Common Elements -- Portion of the condominium property not included in the condominium unit, including the tangible personal property required for the maintenance and operation of the condominium, as well as the items stated in the Condominium Act.

(c) Condominium Parcel -- The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner -- That person or entity owning a condominium parcel.

(e) Member -- An Owner who is a member of POINTE TOWERS CONDOMINIUM, INC., a Florida non-profit membership corporation, hereinafter referred to as the "Association".

(f) Voting Member -- That member designated by the owner or owners (as recorded in the Public Records of Pinellas County, Florida) of a vested present interest in a single condominium parcel owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcels by a similar written, sworn statement filed with the Secretary.

(g) Utility Services -- Utility services as used in the Condominium Act and as construed with reference to this condominium and as used in the Declaration and By-Laws shall include by not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plans referred to as Exhibit "A". Each condominium unit is described in said plans in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as of the common element appurtenant thereto.

Each condominium unit is identified by a number as shown on the plans referred hereto as Exhibit "A", and made a part hereof, so that no unit bears the same designation as does any other unit.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer herein is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on said property.

6. DEVELOPER'S UNITS AND PRIVILEGES: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, 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 Developer. In the event there are unsold apartments, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save for this right to sell, rent, or lease as contained in this paragraph.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in The Condominium Act, Section 6, the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements, appurtenant to each of the condominium units are as follows:

<u>Apartment No.</u>	<u>Per Cent</u>	<u>Apartment No.</u>	<u>Per Cent</u>
1N	5	4S	7.4
1S	5	5N	7.6
2N	7	5S	7.6
2S	7	6N	7.8
3N	7.2	6S	7.8
3S	7.2	7N	8
4N	7.4	7S	8

9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. However, the preceding sentences of this paragraph shall not apply to those expenditures contracted for in that certain Management Contract with POINTE TOWERS MANAGEMENT CO., INC., said Contract being attached hereto as Exhibit "B."

The common surplus shall be owned by unit owners in the shares provided in Paragraph 8 above.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be POINTE TOWERS CONDOMINIUM, INC., hereinafter called the "Association." The By-Laws of the Association are attached hereto as Exhibit "C," and made a part hereof as though set out in full.

11. THE ASSOCIATION: The Developer and all persons hereafter owning condominium parcels (owners), whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than fourteen (14) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated

as a voting member for each such condominium parcel which he or it owns. Failure by all members of any single condominium parcel to file the aforementioned written sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than three (3) members and not more than seven (7) voting members who are all to be elected annually by the voting members.

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws attached to and made a part hereof; provided, however, that no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon; nor shall any amendment in any manner impair the management contract with the said POINTE TOWERS MANAGEMENT CO., INC., attached hereto as Exhibit "B."

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each condominium parcel.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in Paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said POINTE TOWERS MANAGEMENT CO., INC., in accordance with the Management Contract attached hereto as Exhibit "B."

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien

referred to herein shall be subordinated and inferior to that of an institutional first mortgage.

Where the Mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said Mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcels as it may apply hereafter with the exception of those responsibilities for management as provided for by the Association with POINTE TOWERS MANAGEMENT CO., INC., in accordance with the Management Contract attached hereto as Exhibit "B," shall be as follows:

(a) BY THE ASSOCIATION: The association shall maintain, repair and replace at the association's own expense:

(1) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within an apartment which service part or parts of the condominium other than the unit within which it is contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) BY THE OWNER: The responsibility of the owner with the exception of those responsibilities for management as provided for by the Association with POINTE TOWERS MANAGEMENT CO., INC., in accordance with the Management Contract attached hereto as Exhibit "B," shall be as follows:

(1) To maintain in good condition, repair and replace at his or its expense, all portions of the condominium unit, including exterior doors, except those portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other owners.

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

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(4) No owner shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

16. ENFORCEMENT OF MAINTENANCE: In the event the owner of a condominium unit fails to maintain it as required above, the Association or any other owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the owner and the condominium unit for the necessary sums to put the improvement within the condominium unit in good condition. After such assessment, the Association shall have the right to have its employees or agent enter the condominium unit and to do the necessary work to enforce compliance with the above provision; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

17. INSURANCE: The insurance, other than Title Insurance, including that provided for in the Management Contract hereto attached as Exhibit "B," which shall be carried upon the condominium property and the property of the owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(b) COVERAGE:

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages and with cross liability endorsements to cover liabilities of the owners as a group to an owner.

(3) WORKMEN'S COMPENSATION: Workmen's Compensation to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by or for the Association and may be charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the owners and their mortgagees, as their interests may appear, and shall provide

that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the condominium units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the owners owning such condominium units and their mortgagees, if there be mortgagees on said condominium units, as their interests may appear, and it shall be the duty of those owners to effect the necessary repairs to the improvements within their respective condominium units.

(f) In the event that loss occurs to improvements within the condominium units and the contiguous common elements, or to improvements with the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holders of mortgages on the condominium units, and the proceeds shall be expended or disbursed as follows: (all reference to "institutional first mortgagee" shall include the developer's construction loan mortgagees)

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged condominium units. In the event the insurance proceeds should be sufficient to repair all of the damage within the condominium units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the condominium units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 17(f)(1) above, all payees, shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any condominium unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall

endorse the insurance check to the Association, as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective owners sustaining damages and their mortgagees, as their interests may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the condominium units, a membership meeting shall be held to determine whether or not to abandon the reconstruction project or to levy a uniform special assessment against each condominium unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the condominium units, provided that the insurance funds available be applied first to repair the condominium units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the reconstruction project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in

paragraph 21 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the condominium units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the reconstruction project, same shall be abandoned subject to the provisions of paragraph 21 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the owners and mortgagees shall be affixed.

(h) Under all circumstances, the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagee of the premises damaged.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of condominium parcels by any owner other than Developer shall be subject to the following provisions:

(a) CONVEYANCES, SALES AND TRANSFERS: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer or conveyance, in writing, and shall notify the owner of its decision.] In the event the Board of Directors fails to approve or disapprove of a proposed sale within the said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance or transfer, and if an owner still desires to consummate such sale, conveyance or transfer, he or it shall, thirty (30) days before such sale, conveyance or transfer, give written

notice to the Secretary of the Association of his or its intention to sell, convey or transfer on a certain date, together with the bona fide price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price and terms. Any member shall have the right first over the prospective purchaser to accept such sale or transfer at the bona fide price and on the terms contained in the notice provided that they so notify the Secretary of the Association in writing of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten per cent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the bona fide price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten per cent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the owner giving notice received acceptances from more than one (1) member, it shall be discretionary with the owner giving notice to consummate the sale or transfer with whichever of the accepting members he or it chooses.

In the event the owner giving notice receives no written notice from any member of the Association accepting his or its price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that owner may complete the sale or transfer on the day and at the price and the terms given in his or its notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the owner makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement, said purchaser or transferee shall convey all of his or its right, title and interest to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date, the sale or transfer of a condominium parcel to certain

persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel, have been complied with and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such Affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary, but one hundred twenty (120) days after the date of the notice to the Board of Directors as stated in the Affidavit, the redemption rights herein afforded the members shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded by law to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owner of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may

be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, to purchase for cash the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Presiding Judge of the Circuit Court in and for Pinellas County, Florida, or by that judge being assigned to hear the petition, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take the title to the condominium parcel; or, such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

(b) RENTAL OR LEASE: A condominium parcel may be leased or rented without the prior written approval of the Association.

In the event a condominium parcel is leased or rented, it shall not release the owner from any obligation under this Declaration. In the event any rental or lease annoys or disturbs the owners of the other condominium parcels in the reasonable use, possession or enjoyment of their property, then the Association may give ten (10) days written notice of the termination of lease and the tenant shall vacate the rental premises within said time period.

(c) CORPORATE PURCHASER: If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) TRANSFER: MORTGAGEE -- DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner, nor

to the Developer until after the Developer has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee.

(e) MORTGAGE: No owner may mortgage his or its parcel or any interest therein without the approval of the Association, except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as afore-described and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, and his Association membership.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner shall:

(a) Not use or permit the use of his or its condominium unit for any purpose other than as a single family residence and maintain the condominium unit in a clean and sanitary manner, and no member or occupant of any one or more of the condominium units shall wash clothing or other fabric material within any of the condominium units.

(b) An owner may have a small pet on the condominium parcel, but it shall not be allowed to be a nuisance. No pet may be exercised or permitted to run unleashed within the common element areas.

(c) Not permit or suffer anything to be done or kept in his or its condominium unit which will increase any insurance rates, or which will obstruct the rights or interfere with the rights of other owners or annoy them by unreasonable noises or otherwise; nor shall an owner or others permit any nuisance, immoral or illegal act pertaining to the condominium.

(d) Conform to and abide by the By-Laws, rules and regulations of the Association and this Declaration of Condominium.

(e) Allow the Board of Directors or the agents and employees of the Association to enter any condominium unit for the purpose

of maintenance, inspection, repair, replacement of the improvements within the condominium units or the common elements, or in case of emergency threatening condominium units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(f) Show no sign, advertisement or notice of any type on the common elements or his or its condominium unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" signs in any form or size placed inside or outside the windows of the condominium unit or attached to the curtains or venetian blinds or any other part of the condominium unit either inside or outside.

(g) Make or cause any structural alteration to and in the building, specifically including, but not limited to, screening or enclosure of private balconies and/or affixing outside shutters to windows, except storm shutters, the design and make to be approved by the Association, or removal of any additions or improvements or fixtures from the buildings, or do any act that will impair the structural soundness of the building.

(h) Make no repairs to any plumbing or electrical wiring within a condominium unit except by licensed plumbers or electricians authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs pertaining to a condominium unit shall be paid for and be the financial obligation of the owner of the condominium unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger automobiles or passenger stationwagons in the parking space allotted by the Association to the owner of a condominium unit owning an automobile.

(j) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within them which would be visible from the outside.

(k) Not be permitted to mechanically make any adjustments whatsoever without first obtaining the permission of the Association or its agent, with reference to any of the equipment found in the meter room, storage room, washer and drier room.

(l) Not mechanically adjust or repair the television amplifier.

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

(a) **AGREEMENT:** The termination of the condominium may be effected by unanimous agreement of the owners and mortgagees holding mortgages on condominium units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pinellas County, Florida.

(b) The management contract attached as Exhibit "B" shall survive any termination of the condominium and shall continue to be an obligation of the owners and shall continue to be a lien against the owners' interest.

22. **COVENANTS:** All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every owner and claimant of the land or any part thereof or interest therein and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

23. **INVALIDATION AND OPERATION:** Invalidation of any portion of this Declaration or of any provisions contained in a conveyance of a condominium parcel whether by judgment or court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

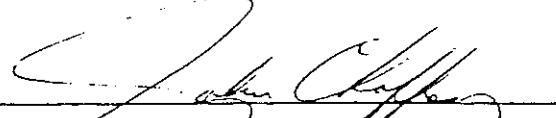
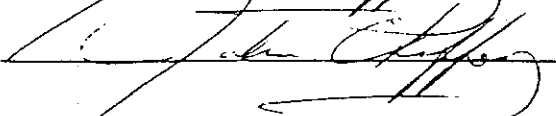
24. **INTERPRETATION:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the Condominium Act.

25. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and Officers has entered into an agreement with POINTE TOWERS MANAGEMENT CO., INC., entitled "Maintenance Agreement." Amendment or revision of such Maintenance Agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager with the formality required for deed and duly filed among the Public Records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said Maintenance Agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming and consenting to the execution of said Maintenance Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said Maintenance Agreement; (c) ratifying, confirming and approving each and every provision of said Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and (d) agreeing that the persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association are owners of some or all of the stock of POINTE TOWERS MANAGEMENT CO., INC., and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Maintenance Agreement in whole or in part. The Maintenance Agreement, each and every provision thereof and the acts of the Board of Directors and Officers of the Association entering into such Agreement be and the same are hereby ratified, confirmed, approved, and adopted.

IN WITNESS WHEREOF, POINTE TOWERS, INC., a Florida corporation, has caused these presents to be signed in its name, by its President and its corporate seal affixed, attested to by its

Secretary, the day and year first above written.


Signed, Sealed and Delivered
in the Presence of:

POINTE TOWERS, INC.

BY  President

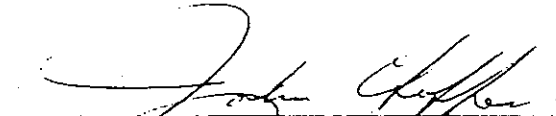
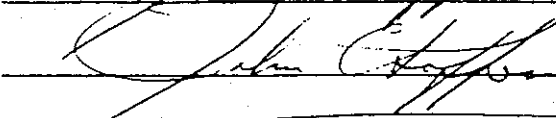
ATTEST:

BY  Secretary

For good and valuable considerations, receipt whereof is hereby acknowledged, POINTE TOWERS CONDOMINIUM, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, POINTE TOWERS CONDOMINIUM, INC., has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested to by its Secretary, the day and year first above written.


Signed, Sealed and Delivered
in the Presence of:

POINTE TOWERS CONDOMINIUM, INC.

BY  President

ATTEST:

BY  Secretary

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

O.R. 3269 PAGE 33

I HEREBY CERTIFY that on this 30th day of December,
A.D. 19 69, before me personally appeared JAMES L. DORMAN, president
of POINTE TOWERS, INC., a Florida corporation, and POINTE TOWERS
CONDOMINIUM, INC., a Florida corporation not for profit, to me known
to be the person described in and who executed the foregoing instru-
ment and he acknowledged the execution thereof to be his free act
and deed as such officer, for the uses and purposes therein mentioned;
and the said instrument is the act and deed of said corporation.

GIVEN under my hand and seal the day and year last aforesaid.

Mary A. Neineck
NOTARY PUBLIC

My Commission Expires: Dec. 2, 1973

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

I HEREBY CERTIFY that on this 30th day of December,
A.D. 19 69, before me personally appeared JAMES RACKLEY, secretary
of POINTE TOWERS, INC., a Florida corporation, and POINTE TOWERS
CONDOMINIUM, INC., a Florida corporation not for profit, to me known
to be the person described in and who executed the foregoing instru-
ment and he acknowledged the execution thereof to be his free act
and deed as such officer, for the uses and purposes therein mentioned;
and that he affixed thereto the official seal of said corporation,
and the said instrument is the act and deed of said corporation.

GIVEN under my hand and seal the day and year last aforesaid.

Mary A. Neineck
NOTARY PUBLIC

My Commission Expires: Dec. 2, 1973

This instrument prepared by Allan B. Davis
of Goldner, Marger, Davis & Rightmyer, P. A.
81 Central Avenue, St. Petersburg, Florida 33713

O.R. 3269 PAGE 34

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, WILLIAM H. THOMPSON, president of GEORGE F. YOUNG, INC., a Florida corporation, who, after being duly sworn as required by law, deposes and says:

1. That the survey and plans and specifications of POINTE TOWERS CONDOMINIUM, INC. are as attached to and made a part of that certain Declaration of Condominium as Exhibit "A", to which this Affidavit is attached, and are a correct representation of the improvements therein described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

2. That from said plot plans and other documents recorded in said Declaration of Condominium of POINTE TOWERS CONDOMINIUM, INC. can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08(e), Florida Statutes, 1963, and is and shall be made a part of the aforesaid Declaration of Condominium of POINTE TOWERS CONDOMINIUM, INC.

Further affiant saith not.

William H. Thompson
William H. Thompson, President
GEORGE F. YOUNG, INC.

Sworn to and subscribed before me this 12th day of
December, A.D. 1969.

Alvin J. Dyer
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 5, 1972
BONDED THROUGH FRED W. DIESTELHORST

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 30TH day of DECEMBER, A.D. 19 69, by and between POINTE TOWERS MANAGEMENT CO., INC., a corporation existing under the laws of the state of Florida, party of the first part, hereinafter called the "Maintenance Contractor", and POINTE TOWERS CONDOMINIUM, INC., a corporation not for profit existing under the laws of the state of Florida, party of the second part, hereinafter called the "Condominium Association".

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of maintenance services as hereinafter described on the following described realty, which consists of an apartment building containing fourteen (14) units and related facilities, legally described as:

Lots 8, 9 and 10, DUFFEY'S SUBDIVISION
according to replat recorded in Plat
Book 3, page 43, Public Records of Hills-
borough County, Florida, of which Pinellas
County was formerly a part;

and

WHEREAS, the parties desire to provide within this Agreement the maintenance services to be performed.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. This Maintenance Agreement shall run for a period of forty (40) years from the date hereof.

2. The Maintenance Contractor shall provide and carry and pay for public liability insurance for a minimum coverage of \$100,000.00 for injuries to one person; and \$500,000.00 for injuries to more than one person and one occurrence; and \$10,000.00

EXHIBIT "B"

This instrument prepared by:
Allan B. Davis, of Goldner, Mager, Davis & Rightmyer, P.A.
3819 Central Avenue, St. Petersburg, Florida 33713

property damage; and insurance covering fire and extended coverage on the apartment building consisting of fourteen (14) units, as provided for and subject to all of the conditions of paragraph 17 of the Declaration of Condominium, save and except paragraph 17 (b) (3). It is specifically understood by all parties herein that insurance covering fire and extended coverage on the apartment building shall cover the physical building itself, together with the common elements thereon, but shall not cover the personal effects and/or personal property of the condominium unit owners.

3. The Maintenance Contractor shall supply all condominium units with cold running water and no other utilities.

4. The Maintenance Contractor shall be responsible for the payment of sewer charges for each of the condominium units.

5. The Maintenance Contractor shall maintain service and repair as to ordinary wear and tear caused by usage of the elevator, but shall not be responsible for any damage caused by any act of God, which shall include but not be limited to wind, flood, hurricane, frost or freezing, etc.

6. The Maintenance Contractor shall maintain, service and repair as to ordinary wear and tear caused by usage and the elements, all public walkways and roadways used for ingress and egress to the condominium property.

7. The Maintenance Contractor shall provide, maintain and care for the lawn and shrubbery service; however, the Maintenance Contractor shall not be responsible for any damages caused by any act of God, which shall include, but not be limited to wind, flooding, hurricane, frost or freezing, etc.

8. The Maintenance Contractor shall provide, service and maintain lighting for the exterior of the condominium building, and other portions of the common elements as indicated on the condominium plats which are made a part of the Declaration of Condominium.

9. The Maintenance Contractor shall maintain, service and repair as to the ordinary wear and tear caused by usage and the elements the TV antenna system.

10. The Maintenance Contractor shall maintain, service and repair as to the ordinary wear and tear caused by usage and the elements the TV intercom system.

11. The Maintenance Contractor shall provide monthly exterminating services for the common elements.

12. The Maintenance Contractor shall provide garbage and trash collections, which collections shall be two pickups per week , or so many as provided by the city of St. Petersburg Beach, Florida.

13. The Maintenance Contractor shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and drier on the premises and all income from said machines shall belong to the Maintenance Contractor, and any expenses in connection with said operation shall be paid by the Maintenance Contractor; and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

14. The Maintenance Contractor shall furnish the necessary maintenance and repairs to preserve the exterior appearance of the common elements of said building against ordinary wear and tear. However, the Maintenance Contractor shall not be responsible for the washing of windows or replacement of same, and shall not be responsible for the maintenance of screens. The Maintenance Contractor further agrees to keep the condominium building and the areas included in the common elements "broom swept" and the carpet vacuumed.

15. The Maintenance Contractor shall maintain, service and repair the water and sewer lines together with the sanitary manholes and all connections therewith that lie within the common elements of the condominium property up to the point of entry to the building.

16. The Maintenance Contractor shall maintain, service and repair as to ordinary wear and tear the plumbing and electrical systems and air conditioning lines in the common elements and in the condominium unit where the said electrical and plumbing systems and air conditioning lines pass through more than one condominium unit. The Maintenance Contractor shall maintain, service and repair as to ordinary wear and tear caused by usage and the elements all common elements.

17. The Maintenance Contractor covenants and agrees at its own expense to procure and keep in force public liability insurance and workmen's compensation insurance to protect the Maintenance Contractor and POINTE TOWERS, INC., completely from any claim or damage to persons or property or for an injury to any employee of Maintenance Contractor incurred while Maintenance Contractor or his workmen are performing any duties under the terms of this Agreement for a minimum coverage of \$100,000.00 for injuries to one person; and \$500,000.00 for injuries to more than one person in any one accident; and \$10,000.00 property damage. However, the workmen's compensation coverage shall be for the amount and as provided by law.

18. The Maintenance Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the Maintenance Contractor or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

19. It is understood that the monthly expenses of this Maintenance Contract shall be apportioned to each condominium parcel owner in the condominium as follows:

<u>Apartment No.</u>	<u>Monthly Charge</u>	<u>Through</u>
1N	\$50.00	12-31-74
1S	\$50.00	12-31-74
2N	\$70.00	12-31-74
2S	\$70.00	12-31-74
3N	\$72.00	12-31-74
3S	\$72.00	12-31-74
4N	\$74.00	12-31-74
4S	\$74.00	12-31-74
5N	\$76.00	12-31-74
5S	\$76.00	12-31-74
6N	\$78.00	12-31-74
6S	\$78.00	12-31-74
7N	\$80.00	12-31-74
7S	\$80.00	12-31-74

2- The foregoing monthly charges are effective through 12-31-74. The monthly charge shall be increased or decreased as determined by "The Consumers' Price Index U.S. City Average published by the Bureau of Labor Statistics, U.S. Department of Labor (1957-1959=100)" as now established and published monthly by the Department of Labor of the U.S. Government and herein referred to as the "Index". Said adjustments shall be on an annual basis commencing January 1, 1975, and on the first day of January of each year thereafter, based on the proportionate increase or decrease as published for the month of September, 1969, hereinafter called the base period, and for the month of September, 1974, and for the month of September in each year thereafter, which proportionate increases or decreases shall apply for the monthly charges for the twelve months commencing on the first day of January of each such year.

*Deleted
Aug 9 1971
Contract*

3719 The primary obligation, however, for payment to the Maintenance Contractor shall be by the condominium owners collectively for the gross amounts as indicated above monthly. Each owner of a condominium unit shall be responsible for payment to the Maintenance Contractor in an amount as provided for in the schedule set forth hereinabove, which sum shall be payable to the Maintenance Contractor in the amount as provided for in said schedule which shall be payable on the first day of each month commencing on the first day of said month from which time the said apartment building has been completed. That in the event the owner of the condominium unit fails to pay the specified amount provided for the designated unit which he occupies as provided for hereinabove to the Maintenance Contractor on or before the tenth day of each month, then the Maintenance Contractor shall be authorized to discontinue and terminate any one or all of the services to such unit that are provided for by the Maintenance Contractor until said owner of the condominium unit shall have made full payment in accordance with the terms and conditions of this Agreement. However, it is specifically understood that the Maintenance Contractor shall be authorized during the term of this Agreement to delegate the authority of the collections by the Maintenance Contractor from the various condominium owners to the said Condominium Association. That in such event such a delegation is made by the Maintenance Contractor, the payment due to the Maintenance Contractor by the Condominium Association

shall be in the gross amounts as indicated above monthly and shall be payable on the first day of each and every month commencing from the first month after the date of completion of said apartment building and in the event the Condominium Association fails to pay the amounts provided for hereinabove to the Maintenance Contractor by the tenth of each month, then the said Maintenance Contractor is hereby authorized to discontinue and terminate any one or all of the services as provided for herein until such time as the Condominium Association has made full payment in accordance with the terms and conditions of this Agreement.

20. If the Maintenance Contractor defaults under this maintenance agreement, then the Condominium Association may file suit in a court of competent jurisdiction and upon proof that the Maintenance Contractor has not performed in a reasonable manner, this Maintenance Agreement may be cancelled and/or rescinded.

21. In addition to those rights set forth hereinabove, the Maintenance Contractor, for the fee charged against each condominium unit made hereunder and costs incurred in collecting same, including a reasonable attorney's fee, shall be secured by a lien against the condominium unit and all interest therein owned by the members against which the lien is made, and such lien shall arise in favor of the Maintenance Contractor and shall come into effect upon recordation of this instrument and the lien for all such sums due hereunder shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

22. The Maintenance Contractor shall be permitted during the term of this contract the right of ingress and egress over the common elements for purposes of carrying out any of the contractual provisions required by this contract.

23. This Agreement shall be binding upon the heirs, assigns, legal representatives and successors of the parties hereto.

addition to 23

24 added Aug 9 1974
25

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

[Handwritten signatures of witnesses]

POINTE TOWERS MANAGEMENT CO., INC.

By: James L. Dorman
President

Attest:

By: James L. Dorman
Secretary

POINTE TOWERS CONDOMINIUM, INC.

By: James L. Dorman
President

Attest:

By: James L. Dorman
Secretary

STATE OF Wisconsin)
COUNTY OF Milwaukee)

SS.

I HEREBY CERTIFY that on this 30th day of December, A.D. 19 69, before me personally appeared JAMES L. DORMAN, president of POINTE TOWERS MANAGEMENT CO., INC., a corporation existing under the laws of the state of Florida, and POINTE TOWERS CONDOMINIUM, INC., a corporation not for profit existing under the laws of the state of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein expressed; and the said instrument is the act and deed of said corporations.

GIVEN under my hand and seal the day and year last aforesaid.

Harold A. Nienck
NOTARY PUBLIC

My Commission Expires: Dec. 2, 1973

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

I HEREBY CERTIFY that on this 30th day of December, A.D. 19 69, before me personally appeared JAMES RACKLEY, secretary of POINTE TOWERS MANAGEMENT CO., INC., a corporation existing under the laws of the state of Florida, and POINTE TOWERS CONDOMINIUM, INC., a corporation not for profit existing under the laws of the state of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein expressed; and that he affixed thereto the official seals of said corporations; and the said instrument is the act and deed of said corporations.

GIVEN under my hand and seal the day and year last aforesaid.

Marc A. Kucinski
NOTARY PUBLIC

My Commission Expires: Dec. 2, 1973

BY-LAWS
OF
POINTE TOWERS CONDOMINIUM, INC.

A corporation not for profit under
the laws of the State of Florida.

ARTICLE I

GENERAL

Section 1. The Name: The name of the corporation shall be POINTE TOWERS CONDOMINIUM, INC., a corporation not for profit.

Section 2. Principal Office: The principal office of the corporation shall be at 555 Gulf Way, St. Petersburg Beach, Florida, in the County of Pinellas, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Declaration of Condominium of POINTE TOWERS CONDOMINIUM APARTMENTS, a condominium, and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of POINTE TOWERS CONDOMINIUM APARTMENTS, a condominium.

Section 4. Indentity: That in addition to the within By-Laws being the By-Laws of the corporation, these By-Laws are established pursuant to Section 711.11, of the Florida Condominium Act, Chapter 63-35, Florida Statutes 1963, as amended, and are hereby annexed to and made a part of the Declaration of Condominium of POINTE TOWERS CONDOMINIUM APARTMENTS.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall be not less than three (3), nor more than seven (7). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above

his instrument prepared by:
Allan B. Davis, of Goldner, Marger, Davis
& Rightmyer, P.A., 3819 Central Avenue, St. Petersburg, Florida 33713

specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors, duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first board of directors shall consist of James L. Dorman, James Rackley and Larry Clark, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided any or all of said directors shall be subject to replacement in event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;

C. To purchase the necessary equipment and tools required

in the maintenance, care and preservation referred to above;

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

E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration;

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

Section 6. Compensation: Directors or officers, as such, shall receive no salary for their services.

Section 7. Meetings:

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the place as the general members' meeting, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The

Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the Board may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) Directors. ←

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Report of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: The Board shall present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the corporation.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of

the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. If the Board so determines, there may be more than one Vice President.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, a Secretary and a Treasurer, none of whom, excepting the President, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect;

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officer or agent of the corporation.

Section 6. Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors' meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal, is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation or these By-Laws;

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond, the premium to be at the corporation's expense, in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property

of whatever kind in his possession belonging to the corporation.

Section 9. Vacancies: If the office of any Director, or of the President, Vice President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any director or other officers may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. There shall be no more than fourteen (14) members of the corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 3. Voting Members: That member designated by the owner or owners (as recorded in the Public Records of Pinellas County, Florida) of a vested present interest in a single condominium parcel owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member

by those persons or entities owning the majority interests in such single condominium parcels by a similar written, sworn statement filed with the Secretary.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than fourteen (14) voting members at any one time and each shall cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel in which it or he owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporation membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meetings: The first annual meeting of the members of the corporation shall be held on the second Monday of _____, A. D. 19____, unless sooner callable in

accordance with the provisions of Article III of the Articles of Incorporation.

Regular annual meetings subsequent to 19____ shall be held on the second Monday of _____ of each succeeding year, if not a legal holiday, and, if a legal holiday, then on the next secular day following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of five (5) members. Such request shall state the purpose or purposes of the proposed meeting;

B. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such addresses as appear on the books of the corporation, at least five (5) days before such meeting;

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Certificate of Incorporation, or of these

By-Laws, a difference vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 7. Quorum: Fifty-one per cent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

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FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notices of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Florida" and "Corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the condominium units located in the property and the conduct of all residents thereof:

A. The condominium units shall be used only for residential purposes;

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the condominium units shall be consistent

with existing law, these restrictions and so long as such use does not constitute a nuisance;

D. Condominium units may not be used for business use or for any commercial use whatsoever;

E. Common Elements shall not be obstructed, littered, defaced or misused in any manner;

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors;

G. The Board of Directors of this Association may, from time to time, at their sole discretion, designate the parking space or spaces to be used by the occupants of each apartment.

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion and with the same rights and remedies pertaining to mortgage liens. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien, including right of deficiency decree, or to recover a money judgment brought by or on behalf of the corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then, at the time

of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

B. In the event of violation of the provisions of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinafter enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the Plaintiff's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation, and regardless of the availability of the owner equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

REGISTERS

Section 1. The Secretary of the corporation shall maintain

a register in the corporation office showing the names and addresses of members.

Section 2. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by an application fee in the amount of Twenty-Five Dollars (\$25.00) to cover the cost of contracting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

Section 3. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration of Condominium, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XII

ESCROW ACCOUNT FOR REAL PROPERTY TAXES

There may be established by the Treasurer in a local federal savings and loan association and maintained, a savings deposit account for the purpose of accumulating sufficient funds to pay individual real property taxes assessed for each condominium parcel.

On the first day of each and every month each condominium parcel owner may deposit with the Treasurer, a sum that is determined by the Association to be calculated upon a monthly basis for real property taxes for the year 19____, and on the 20th day of November of each year, the Treasurer shall re-calculate the said sums based upon the estimated or known yearly real property tax assessments in order to establish substantially correct escrow sums for the subsequent year.

The Treasurer shall at all times maintain a current register containing, among other things, the name of each owner, together with his amount of escrow deposit paid in to the Association by said owner.

Upon owner's receipt of the real property tax bill, he shall present same to the Treasurer for payment. Upon presentation, the

Treasurer shall inform the owner of any tax deficiency in order to pay said taxes and in the event of a deficiency, the owner shall deposit forthwith said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation, cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an overage accumulated deposit of escrow funds by any owner, the Treasurer, upon owner's request, shall cause a draft to be issued from said account payable to the owner and deliver same to the owner, provided that overages may only be claimed during the months of November and December, and after said owner's current real property tax bill has been paid in full.

In the event a condominium parcel owner does not present for payment a tax bill, or evidence a paid-in-full real property tax bill for his parcel on or before March 15th of each year, then the Treasurer shall, without notice, cause a draft to be issued from said account in the sum of the tax bill, if said owner has paid a like sum into escrow, and pay said sum to the taxing authorities for and on behalf of said owner. In the event said owner does not have sufficient escrow funds on hand to pay said taxes, the Treasurer shall issue an assessment against said owner for any deficiency amount, which assessment shall be payable within three (3) days of notification of same, and shall constitute and be considered a special assessment pursuant to and enforceable under the terms, conditions and covenants of the Declaration of Condominium and these By-Laws.

The requirement for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions wherein the owner's default was for non-payment of any assessment required to be paid pursuant to the Declaration of Condominium.

Any interest earned on said escrow savings account shall be considered common surplus and be distributed in accordance with the Declaration of Condominium to those who have contributed to said escrow.

Any condominium parcel owner required to establish a separate escrow tax account by an institutional mortgagee holding a mortgage upon his parcel shall not be required to deposit to escrow funds as hereinabove set forth, provided the Treasurer is in receipt of a letter from said institution to the effect that said tax escrow account is being maintained in accordance with said institution's

rules and regulations.

Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for purposes of any state and county real property taxes pro-rata to his ownership of the said action of Condominium, only in the event the condominium parcel owner qualifies for said homestead exemption.

ARTICLE XIII

SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Pinellas County, State of Florida or the United States of America.

ARTICLE XIV

AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourth (3/4) vote of all members of the corporation, unless a different vote is required pursuant to the Articles of Incorporation and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded Amendment to the Declaration of Condominium.

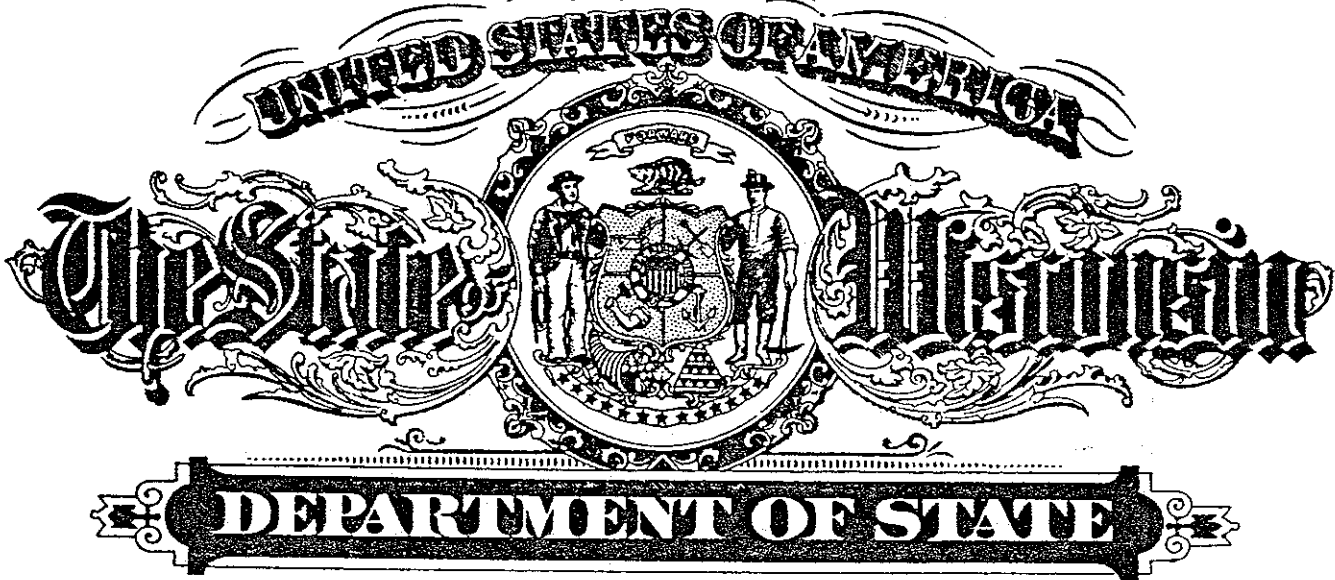
ARTICLE XV

CONSTRUCTION

Wherever the masculine singular form of the pronoun is

used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

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



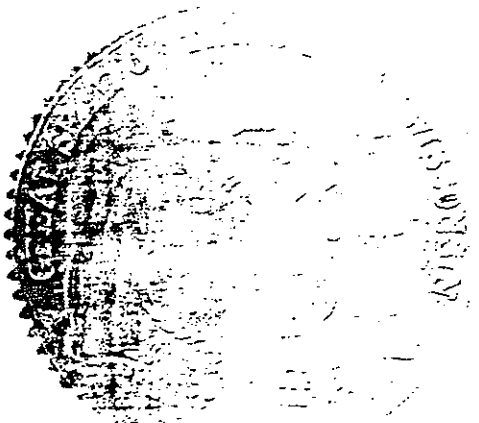
To all to Whom these Presents Shall Come, Greetings:

I, Robert C. Zimmerman, Secretary of State of the State of Wisconsin, and Keeper of the

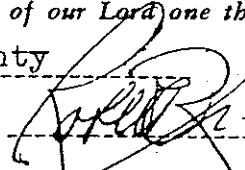
Great Seal thereof, do hereby certify that Jane H. Gempeler, Esq.,

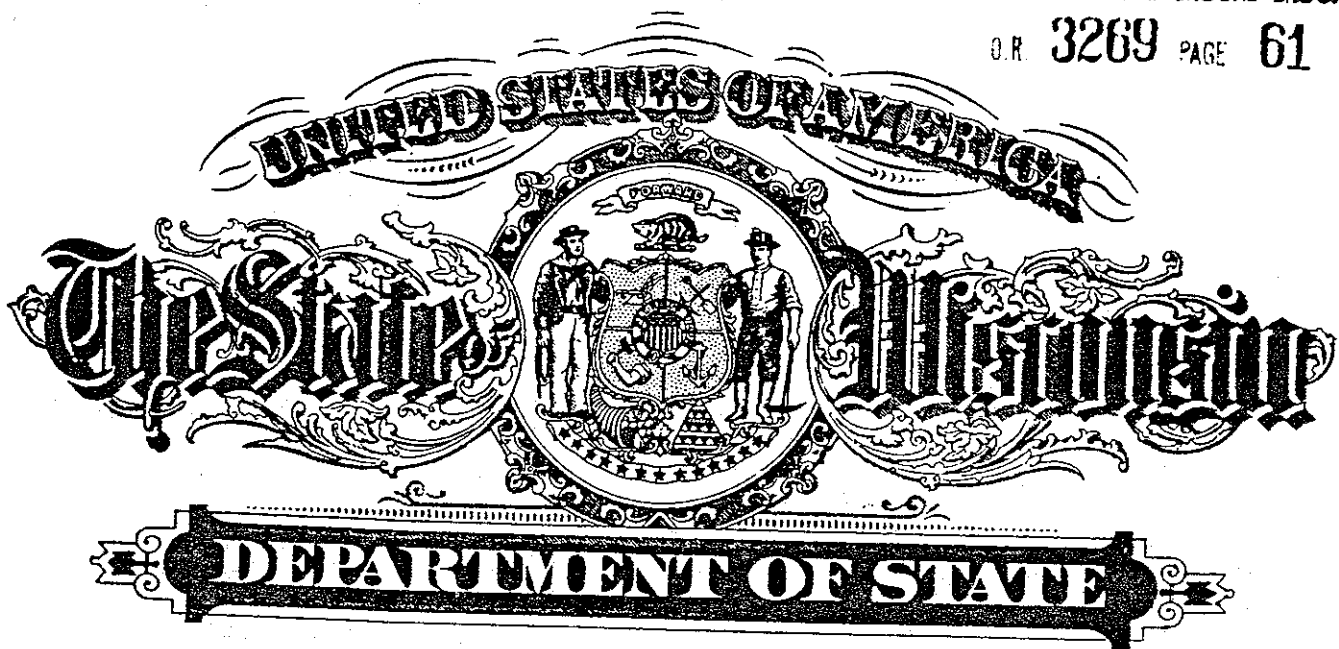
whose name appears subscribed to on our records, is a Notary Public within and for the State of Wisconsin, duly commissioned and qualified to that office, with full power, by the laws of this State, to take proofs or acknowledgments. I do further certify that said Jane H. Gempeler was commissioned on November 27, 1968, for a term of four years, expiring on November 26, 1972.

I further certify that to all acts by him so done full faith and credit are and ought be given in Judicature and thereout.



In Testimony Whereof, I have bereunto set my hand and affixed the Great Seal of the State at the Capitol, in the City of Madison, this 22nd day of January in the year of our Lord one thousand nine hundred and seventy


Secretary of State.

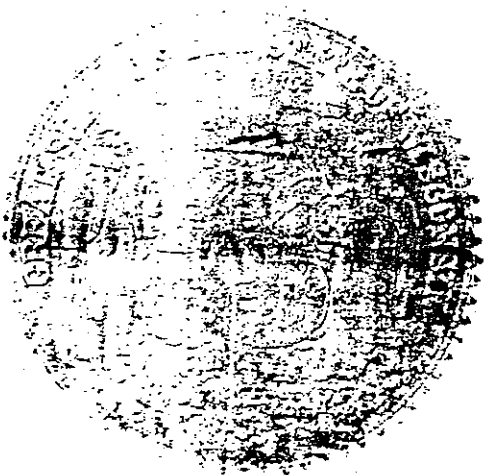


To all to Whom these Presents Shall Come, Greetings:

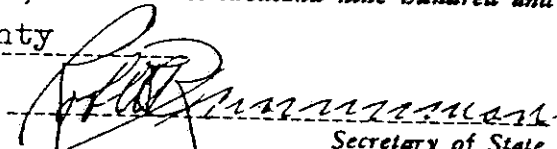
I, Robert C. Zimmerman, Secretary of State of the State of Wisconsin, and Keeper of the Great Seal thereof, do hereby certify that Mary A. Meinecke, Esq.,

whose name appears subscribed to on our records, is a Notary Public within and for the State of Wisconsin, duly commissioned and qualified to that office, with full power, by the laws of this State, to take proofs or acknowledgments. I do further certify that said Mary A. Meinecke was commissioned on December 3, 1969, for a term of four years, expiring on December 2, 1973.

I further certify that to all acts by him so done full faith and credit are and ought be given in Judicature and thereout.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State at the Capitol, in the City of Madison, this 22nd day of January in the year of our Lord one thousand nine hundred and seventy


Secretary of State.

WARRANTY DEED

THIS WARRANTY DEED, Made and executed this _____ day of _____, A.D. 19____, by POINTE TOWERS, INC., a Florida corporation, hereinafter called the "Grantor", to _____,

whose mailing address is Unit _____, St. Petersburg Beach, of the county of Pinellas and state of Florida, hereinafter called the "Grantee".

(Whenever used herein, the terms "Grantor" and "Grantee" shall be construed to include the masculine, feminine, singular or plural as the context indicates and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

W I T N E S S E T H:

That the Grantor, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property located in Pinellas County, Florida, viz:

Unit No. _____ from the condominium plat of POINTE TOWERS COMDOMINIUM, INC., according to Condominium Plat Book _____, Page _____, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed _____ in O.R. Book _____, Page _____, as Clerk's Instrument No. _____, public records of Pinellas County, Florida, together with an undivided _____ per cent share in the common elements appurtenant thereto.

A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interests in the improvements upon the land above described, for ingress and egress and use of all public

passageways, as well as common areas and facilities upon the land above described.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that it is lawfully seized of said real property in fee simple; that it has good right and lawful authority to sell and convey said property; that it hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that the said real property is free of all encumbrances, less and except the following:

1. Taxes and assessments for the year 19____ and subsequent years.

2. Conditions, restrictions, reservations, covenants, limitations and easements of record.

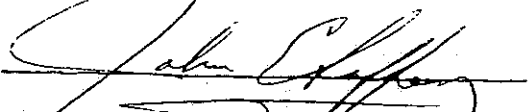
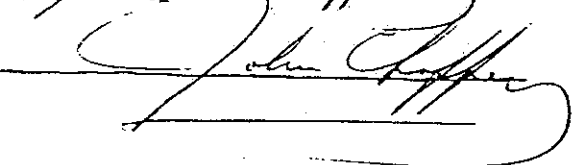
3. Governmental zoning.

4. Questions of location, measurement and survey.

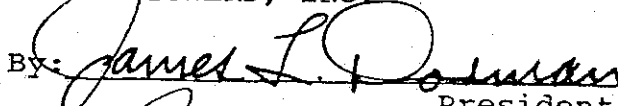
5. Declaration of Condominium of POINTE TOWERS CONDOMINIUM, INC. filed _____ in O.R. Book _____, page _____, as Clerk's Instrument No. _____, public records of Pinellas County, Florida; together with the Maintenance Agreement with POINTE TOWERS MANAGEMENT CO., INC., a Florida corporation; and together with the by-laws of POINTE TOWERS CONDOMINIUM, INC., a non-profit Florida corporation.

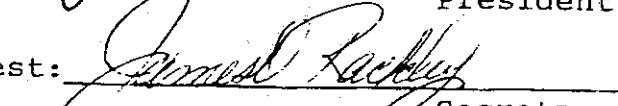
IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its president, and its corporate seal to be affixed, attested by its secretary the day and year first above written.

Signed, sealed and delivered
in the presence of:

POINTE TOWERS, INC

BY: 
President

Attest: 
Secretary

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

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I HEREBY CERTIFY that on this 30th day of December, 1969, before me personally appeared JAMES L. DORMAN, president of POINTE TOWERS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing conveyance to

and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Milwaukee, in the county of Milwaukee, state of Wisconsin, the day and year last aforesaid.

James L. Dorman
NOTARY PUBLIC

My Commission Expires: Dec. 2, 1973

STATE OF Wisconsin
COUNTY OF Milwaukee

I HEREBY CERTIFY that on this 30th day of December, 1969, before me personally appeared JAMES RACKLEY, secretary of POINTE TOWERS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing conveyance to

and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Milwaukee, in the county of Milwaukee, state of Wisconsin, the day and year last aforesaid.

Mary A. Rackley
NOTARY PUBLIC

My Commission Expires: Dec 2 1973

This instrument prepared by Allan B. Davis of
Goldner, Marger, Davis and Rightmyer, P. A.
2219 Central Avenue, St. Petersburg, Florida 33713

O.R. 3269 PAGE 66

ARTICLES OF INCORPORATION

OF

POINTE TOWERS CONDOMINIUM, INC.
A Florida Corporation Not For Profit

FILED
FEB 1 3 25 PM '66
TALLAHASSEE, FLORIDA

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not for profit under Chapter 617, Florida Statutes 1963, and do hereby subscribe, acknowledge and file in the office of the Secretary of State of the state of Florida, the following Certificate of Incorporation.

I.

The name of the corporation shall be:

POINTE TOWERS CONDOMINIUM, INC.

II.

The purpose for which the corporation is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, to buy, sell, lease or sub-lease, or to acquire, maintain or operate as fee owner or as owner of a leasehold interest, or solely to maintain or operate without any interest in real property, a certain multi-unit residential building which shall be known as POINTE TOWERS CONDOMINIUM APARTMENTS, a condominium, and the land upon which said building shall be situated, in Pinellas County, Florida, and described as:

Lots 8, 9 and 10, DUFFEY'S SUBDIVISION
according to replat recorded in Plat
Book 3, page 43, public records of Hills-
borough County, Florida, of which Pinellas
County was formerly a part,

as a condominium; and specifically, in addition to those powers provided by the common law, Chapter 617, Florida Statutes, and, the Condominium Act all subject to the limitations, if any, of

State of Florida

Secretary of State



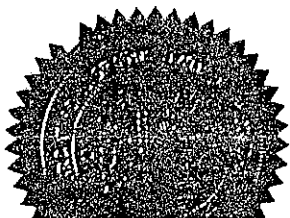
I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

POINTE TOWERS CONDOMINIUM, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 4th day of February
A.D., 1970 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 4th day of February
A.D. 19 70.



the Declaration of Condominium; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation, and to perform any other act for the well-being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its member residents, and maintenance of a high standard of physical appearance of the buildings, to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof.

III.

POINTE TOWERS, INC., hereinafter referred to as the Developer, shall make and declare a certain Declaration of Condominium submitting the property described herein to condominium ownership under the restrictions, reservations, covenants, conditions and easements set out therein, which shall be applicable to said property and all interests therein, to-wit:

(a) Legal description as more fully set forth in article II herein.

(b) All improvements erected or installed on said land, including one building, containing fourteen (14) condominium units and related facilities.

Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation until such time as the Developer has conveyed twelve (12) condominium units to the individual grantees, as said condominium units are defined in the proposed Declaration of Condominium, or until such time that the Developer elects to terminate its membership controls, whichever event first occurs. Thereafter, such three (3) named persons shall cease to be members of the corporation, unless they are either the Developer or a Grantee of the Developer, and the individuals to whom the condominium units have been conveyed shall be voting members of the corporation. The By-Laws of the corporation may not change or alter this article.

IV.

The term for which this corporation shall exist shall be perpetual.

V.

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

JAMES L. DORMAN	- Marine Plaza, Milwaukee, Wisconsin	53202
JAMES RACKLEY	- Marine Plaza, Milwaukee, Wisconsin	53202
JOHN E. LAFFEY	- Marine Plaza, Milwaukee, Wisconsin	53202

VI.

The affairs of the corporation shall be managed by a president, vice president, secretary and treasurer. The officers of the corporation shall be elected annually by the board of directors of the corporation in accordance with the provisions provided therefor in the By-Laws of the corporation.

VII.

The business of the corporation shall be conducted by a board of directors which shall consist of not less than three (3) members, as the same shall be provided for by the By-Laws of the corporation. The members of the board of directors shall be elected annually by a majority vote of the members of the corporation. The names and addresses of the first board of directors and officers, who shall serve as directors and officers until the first election of directors and officers, are as follows:

JAMES L. DORMAN	President	Marine Plaza, Milwaukee, Wisconsin
JAMES RACKLEY	Secretary/Treasurer	Marine Plaza, Milwaukee, Wisconsin
JOHN E. LAFFEY	Vice President	Marine Plaza, Milwaukee, Wisconsin

VIII.

The By-Laws of the corporation are to be made, altered or rescinded by a three-fourths (3/4) vote of the members of the corporation.

IX.

Amendments to the Articles of Incorporation may be proposed by the board of directors or by a majority vote of the members of the corporation, provided, however, that no such amendments to the Articles

of Incorporation shall be effective unless adopted pursuant to Article XI hereinafter.

X.

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the corporation, except as provided in the proposed Declaration of Condominium.

Section 2. Each member shall be restricted to one (1) vote, except in all elections for directors, each member shall have the right of cumulative voting; that is to say, each member shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected, or to distribute them on the same principle among as many candidates as he shall see fit.

Section 3. A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4. The members of this corporation shall be subject to assessment for the costs and expenses of the corporation in operating the multi-unit building, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the corporation. The By-Laws of the corporation may not change or alter this Section 4, Article X.

Section 5. The corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the corporation shall be distributed to its members, directors or officers. In the event of dissolution or liquidation, all of the assets of the corporation must be paid over to charity.

Section 6. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium unit.

Section 7. Any matter of controversy or dispute between members or between a member and the corporation shall be settled by arbitration in accordance with the rules therefor provided by the American Arbitration Association and the Statutes of the state of Florida.

Section 8. The members of this corporation shall be subject to all of the terms, conditions, restrictions and covenants contained

JAMES L. DORMAN, one of the parties to the foregoing articles of incorporation, to me well known and known to me to be the individual described in and who executed the foregoing articles of incorporation and he acknowledged and declared that he did make, subscribe and acknowledge the foregoing articles of incorporation as his voluntary act and deed and that the facts herein set forth are true and correct.

GIVEN under my hand and official seal the day and year aforesaid.

James H. Gempeler
NOTARY PUBLIC

My Commission Expires:

November 26, 1972

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

BE IT REMEMBERED that on this 30 day of December, A.D. 1969, personally appeared before me, the undersigned authority, JAMES RACKLEY, one of the parties to the foregoing articles of incorporation and he acknowledged and declared that he did make, subscribe and acknowledge the foregoing articles of incorporation as his voluntary act and deed and that the facts herein set forth are true and correct.

GIVEN under my hand and official seal the day and year aforesaid.

James H. Gempeler
NOTARY PUBLIC

My Commission Expires:

November 26, 1972

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

BE IT REMEMBERED that on this 30 day of December, A.D. , 1969, personally appeared before me, the undersigned authority,

JOHN E. LAFFEY, one of the parties to the foregoing articles of incorporation and he acknowledged and declared that he did make, subscribe and acknowledge the foregoing articles of incorporation as his voluntary act and deed and that the facts herein set forth are true and correct.

GIVEN under my hand and official seal the day and year aforesaid.

Gene H. Dempster
NOTARY PUBLIC

My Commission Expires:

November 26, 1972

AFFIDAVIT

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

Before me, the undersigned authority, this day personally appeared JAMES L. DORMAN, who, after being duly sworn as required by law, deposes and says:

1. That he is the president of POINTE TOWERS, INC., a Florida corporation.

2. That as president of said POINTE TOWERS, INC., a Florida corporation, he has no objections to said corporation being mentioned in the articles of incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as POINTE TOWERS CONDOMINIUM, INC., a condominium, and hereby consents to the use of said corporation name in the aforesaid condominium corporation.

3. That this consent shall be attached to and made a part of the charter of POINTE TOWERS CONDOMINIUM, INC., a condominium, as though set forth therein in full.

Further affiant saith not.

James L. Dorman
JAMES L. DORMAN

Sworn to and subscribed before me this 30 day of
December, A.D. 1969.

Jane H. Smoller
NOTARY PUBLIC

My Commission Expires:

November 26, 1972