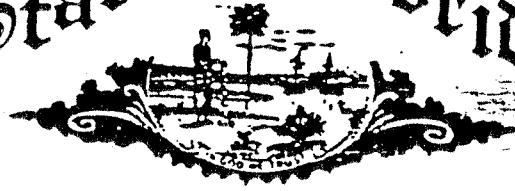


State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
KEY MANOR CONDOMINIUM ASSOCIATION, INC.

- filed on August 3, 1979.

The Charter Number for this corporation is 748350.



CORP 104 Rev 1-79

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
3rd day of August, 1979.

[Signature]
Secretary of State

AUG 1 10 21 AM '75

STATE OF FLORIDA
TALLAHASSEE, FLORIDAARTICLES OF INCORPORATION

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successor together as a corporation not for profit under the laws of the State of Florida and do hereby subscribe, acknowledge and file in the Office of the Secretary of State of the State of Florida, the following Articles of Incorporation:

I.

The name of this corporation shall be:

KEY MANOR CONDOMINIUM ASSOCIATION, INC.

II.

The purposes for which this corporation is organized shall be 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 and the land upon which said building shall be situated in Pinellas County, State of Florida, a condominium, which multi-unit residential building shall be known as:

KEY MANOR CONDOMINIUM ASSOCIATION, INC.

and the land on which said building shall be located being particularly described in the Declaration of Condominium thereto; 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 to maintain a high standard of physical appearance of the building; to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business and for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporation Not For Profit."

III.

D & A, INC., Hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium submitting the property described within the Declaration of Condominium to condominium ownership under the restrictions, reservations, covenants, conditions and easements as contained therein, which shall be applicable to said property and all interest therein, to-wit:

A. Legal description as more fully set forth in the Declaration of Condominium.

B. All improvements erected or installed on said land will contain approximately fifty-six (56) condominium units and related facilities.

C. 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 unit owners other than the Developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, at which time the unit owners other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty (50%) percent of the unit that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety (90%) percent of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business 5% of the units in a condominium operated by the Association.

D. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

E. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a unit owner for the capital improvements.

(2) Any action by the Association that would be detrimental to the sale of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the units.

F. Prior to or within a reasonable time after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable, as to each condominium operated by the Association:

- (1) (a) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration;
- (b) The Association's Articles of Incorporation;
- (c) By-Laws;
- (d) Minute books and other corporate books and records of the Association, if any; and
- (e) Any house rules and regulations which may have been promulgated.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Developer relinquish control of the Association.

(3) An accounting or accountings for Association funds. The Developer shall be liable to the Association for all of the funds of the Association that are not properly expended and which were collected during the period of time that the Developer controlled the Board of Directors of the Association.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Developer to be part of the common elements, or that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.

G. A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this State, that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvements of the condominium property and for the construction and installation of the mechanical components serving the improvements.

H. Insurance policies.

I. Copies of any certificate of occupancy which may have been issued within one (1) year of the date of creation of the condominium.

J. Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.

K. Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.

L. A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

M. Leases of the common elements, or in which the Association is lessor or lessee.

N. Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the service.

O. Other contracts in which the Association is one of the contracting parties.

P. The By-Laws of this 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:

<u>NAME</u>	<u>ADDRESS</u>
DUANE PLANTS	5140 41 Avenue North St. Petersburg, Fla.
ANNABELL E. PLANTS	5140 41 Avenue North St. Petersburg, Florida
LEONARD S. ENGLANDER	5959 Central Avenue St. Petersburg, Florida

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 therefore in the By-Laws of the corporation.

VII.

The business of the corporation shall be conducted by a Board of Directors, referred to sometimes herein as the Board of Administrators, 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:

<u>NAME</u>	<u>ADDRESS</u>
DUANE PLANTS, President	5140 41 Avenue North St. Petersburg, Florida
ANNABELL E. PLANTS, Secretary	5140 41 Avenue North St. Petersburg, Florida
LEONARD S. ENGLANDER Vice-President	5959 Central Avenue St. Petersburg, Florida

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 this corporation save and except as provided for in the Declaration of Condominium of KEY MANOR, A Condominium, recorded among the Public Records of Pinellas County, Florida, as it pertain to correcting errors and/or omissions in the Declaration of Condominium or in any other documentation required by law to establish the condominium form of ownership.

IX.

The amendments to these Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the membership of this corporation, provided, however, that no amendment shall be effective unless adopted pursuant to Article VIII or Article IX of these Articles of Incorporation.

X.

Section 1. The members of the Association shall consist of all the records owners of condominium parcels in the condominium.

Section 2. After receiving approval as required by the Declaration of Condominium a change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium parcel in the condominium and the certificate as required showing said approval. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

Section 3. No officer, director or member shall be personally liable for any debt or other obligation of this corporation, except as provided in the Declaration of Condominium.

Section 4. Each member shall be restricted to one (1) vote except in all elections for Director, each member shall have the right to vote, in person or by proxy, as set forth in the By-Laws 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 5. 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) 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 condominium.

Section 6. 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 6, Article X.

Section 7. This 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.

Section 8. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium units.

Section 9. 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 provided therefore by the American Arbitration Association and the Statutes of the State of Florida.

Section 10. The members of this corporation shall be subject to all of the terms, conditions, covenants, and restrictions contained in the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the corporation.

These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove, and of Sections 6, 7, 8, and 10 of Article X, may be made without an unanimous approval of the then members of the corporation together with the written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, life insurance company, federal savings and loan association; institutional investor, mortgage banker, and/or a real estate investment trust authorized to transact business in the State of Florida.

XII.

The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interests existing or brought into existence at the time of recording of the Declaration shall be set forth and fully described therein.

XIII.

In the event this corporation shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominiums, and all matters in connection therewith, then the said corporation shall revert back to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of this condominium, as provided for in these Articles of Incorporation and the By-Laws of this corporation.

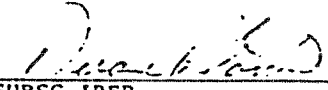
XIV.

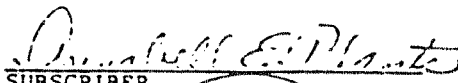
The principal place of business of this corporation shall be at: 3148 30th Avenue North, St. Petersburg, Pinellas County, Florida or at such other place or places as may hereafter be designated from time to time.

The registered agent of the Corporation shall be LEONARD S. ENGLANDER whose address is 5999 Central Avenue, St. Petersburg, Pinellas County, Florida 33710.

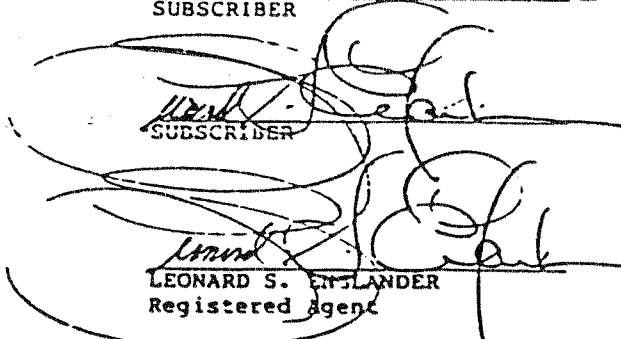
IN WITNESS WHEREOF, the subscribing incorporators and the registered agent have hereunto set their hands and seals and cause these Articles of Incorporation to be executed this day of , 19 .

Signed, Sealed and Delivered
in the presence of:


SUBSCRIBER


SUBSCRIBER


SUBSCRIBER


LEONARD S. ENGLANDER
Registered Agent

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared
the following persons:

DUANE PLANTS

ANNABELL E. PLANTS

LEONARD S. ENGLANDER

as subscribers and LEONARD S. ENGLANDER, as Registered Agent, to
me well known and known to me to be the persons who executed

the foregoing Articles of Incorporation of KEY MANOR CONDOMINIUM ASSOCIATION, INC., and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas and State of Florida, this 2nd day of August, 1979.

John A. ...
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public State of Florida
My Commission Expires: NOV. 8, 1981.

BY-LAWS

KEY MANOR CCNDOMINIUM ASSOCIATION, INC.

A Florida non-stock, non-profit membership corporation

ARTICLE I
GENERAL

Section 1. The name: The name of the corporation shall be KEY MANOR CCNDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be 3148 30th Avenue North, St. Petersburg, Pinellas County, Florida, 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 KEY MANOR CCNDOMINIUM ASSOCIATION, INC., and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identify: That in addition to the within By-Laws being the By-Laws of KEY MANOR CCNDOMINIUM ASSOCIATION, INC., these By-Laws are established pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended, and are hereby annexed to and made a part of the Declaration of Condominium of KEY MANOR CCNDOMINIUM ASSOCIATION, INC.

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of Directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be not less than three (3) nor more than five (5). Until succeeded by Directors elected as hereinafter provided, Directors need not be members, thereafter all Directors shall be members. Within the limits above specified, the number of Directors shall be determined by the members at the annual meeting. The Directors shall be elected as hereinafter provided, 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 becomes vacant by reason 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 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 majority of the members. No Directors 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:

DOANE PLANT
ANNABELL E. PLANTS
LEONARD S. ENGLANDER

who shall hold office and execute all powers of the Board of Directors until the first membership, or as otherwise provided for hereinafter, provided, however, that any or all of said Directors shall be subject to replacement in the event of resignation or death as above provided. The three (3) individuals that are elected by the Developer shall be the Directors of the Association and shall be the sole voting members of the Corporation until such time as the unit owners other than the Developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, at which time the unit owners other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty (50%) percent of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety (90%) percent of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business 5% of the units in a condominium operated by the Association.

Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and given not less than thirty (30) days not more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by an unit owner if the Association fails to do so.

If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

A. Assessment of the Developer as a unit owner for capital improvements.

B. Any action by the Association that would be detrimental to the sale of units by the Developer provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of units.

Prior to or within a reasonable time after the time that unit owners other than the Developer, elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable, as to each condominium operated by the Association:

(1) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the Association's Articles of Incorporation; By-Laws; minute books and other corporation books and records of the Association, if any; and any house rules and regulations which may have been promulgated.

(2) Resignations of Officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Developer relinquish control of the Association.

(3) An accounting or accountings for Association funds. The Developer shall be liable to the Association for all of the funds of the Association that are not property expended and which were collected during the period of time that the Developer controlled the Board of Directors of the Association.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Developer to be part of the common elements or that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this State that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the condominium and for the construction and installation of the mechanical components serving the improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued within one (1) year of the date of creation of the Condominium.

(9) Any other permits issued by governmental bodies applicable to the Condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.

(10) Written warranties of the contractor, sub-contractors, suppliers and manufacturers that are still effective.

(11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(12) Leases of the common elements, or in which the Association is Lessor or Lessee.

(13) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(14) Other contracts in which the Association is one of the contracting parties.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, who

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 is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

B. To use and extend the assessment 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, including assessment for reserve or betterments.

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 with 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 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 nuisance and enjoin or seek damages from the unit owners for violation of these By-Laws and the terms and conditions of the Declaration.

G. To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, serve 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 advisable and generally to have the powers of an apartment house manager in connection with the matters hereinabove 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 or compensation for their services.

Section 7. Meeting:

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 of the general members' meeting, and immediately after the adjournment of same.

B. Meetings of the Board shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

C. Special meetings of the Board may be called by the President upon 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 upon the written request of two (2) Directors, provided notice is given in accordance with Section 7 (B) hereinabove.

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 the 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 Budget: The Board may adopt the annual budget. The unit owners shall be given a copy of the proposed annual budget not less than thirty (30) days before the meeting held for the purpose of adopting the annual budget and also written notice of the time and place at which such meeting of the Board to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent or such assessments for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth nor shall the Board be recalled under the terms of this section. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to

the condominium property and reserves. Provided, however, that so long as the Developer is in control of the Board, the Board shall not impose an assessment for a year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar years' assessment without approval of a majority of the unit owners.

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 offices 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 it may deem necessary, who shall hold office during the pleasure of the Board of Directors and have 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 such 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-official 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 officers or agents of the corporation.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Director's meetings in one or more books provided for that purpose; such minutes shall be available for inspection by unit owners and Board members at all reasonable times.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws 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 addresses of each member, which shall be furnished to the Secretary by such member.

E. In general, he shall perform all duties incidental 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 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 and 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 it, an account of all his transactions as Treasurer and of the financial conditions of the corporation.

C. He may be required to give the corporation a bond 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 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 provide 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 officer 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 fifty-six (56) members of this 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 transfer 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 interest 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 parcel 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 fifty-six (56) 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 owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a member's 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) 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. 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 MEETING OF THE MEMBERSHIP

Section 1. Definition: Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting. Unless the By-Laws shall provide for their election at another meeting, the annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired. In the absence of a provision in the By-Laws setting forth the terms of some or all of the members of the Board shall expire on the date of the annual meeting, upon the election of their successors.

Section 2. Place: All meetings of the corporate membership shall be held at the office of the corporation or any other place as may be stated in the written notice.

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.

Section 4. Annual Meeting: The first annual meeting of the members of the corporation shall be held on the first

Monday of May, 1980, unless sooner callable in accordance with the provisions of Articles III of the Articles of Incorporation.

Regular annual meetings subsequent to 1980 shall be held on the first Monday of August of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following:

Section 5. Special Meetings:

A. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of fifty (50%) percent of the members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members shall be in accordance with the provisions of Article VI, Section 1, as set forth hereinafter.

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

Section 6. 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 meeting thereof.

Section 7. 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 of Condominium, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. Quorum: Fifty-one (51%) percent 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 Articles of Incorporation, by these By-Laws, or by the Declaration of Condominium. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote there at, present in person or represented by written proxy shall have the 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. No person shall be designated to hold more than one (1) proxy for any purpose unless the condominium has been registered with the Securities & Exchange Commission. Each proxy must be executed in writing by the member of the corporation or his duly authorized attorney-in-fact. No proxy shall be valid after the expiration of thirty (30) days from the date of its execution unless it shall have specified therein its duration.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes, of the Articles of Incorporation or these By-Laws, or the Declaration of Condominium, to be taken in

connection with any action of the corporation, the meeting and vote of members may be dispensed with if all of the members who have been entitled to vote upon the action if such meeting were held shall consent to such action being taken.

ARTICLE VI NOTICES

Section 1. The method of calling and summoning the unit owners to assemble at meetings, including annual meetings, shall require at least fourteen (14) days' written notice to each unit owner in advance of the meeting, and the posting at a conspicuous place on the condominium property of a notice of the meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting can be sent by certified mail to each unit owner, which mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

Section 2. Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of the Statute or the Articles 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 FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January of 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 notes 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 "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX ESCROW ACCOUNT FOR REAL PROPERTY TAXES

The Association shall have the option of allowing individual members to account for the real property taxes on their condominium parcels by making payment therefor direct to the Tax Collector in and for Pinellas County, Florida; CR, in the alternative, the Association shall provide for an escrow account for real property taxes in the following manner:

There shall be established by the Treasurer in a local federal savings and loan association and maintain 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 1979, and on the 20th day of November of each year, the Treasurer shall recalculate 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 the 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 or escrow funds by an 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 overage 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 this 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 to the taxing authority 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 requirements 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 nonpayments 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 hereinafter set forth, provided the Treasurer is in receipt of a letter from said institution to that effect that said tax escrow account is being maintained in accordance with said institution's rule and regulations.

Each condominium unit owner shall be entitled to any benefit realized from homestead exemption for purposes of any State and County real property taxes pro rata to his ownership

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OR 4997 PAGE 494

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

80058188

KEY MANOR CONDOMINIUM

OR 5008 PAGE 490

Amendment executed this 12 day of March, 1980 by

D & A, INC., (hereinafter referred to as the Developer) as owner of two-thirds of units in that certain Condominium known as KEY MANOR CONDOMINIUM.

WHEREAS, on the August 2, 1979 the Developer executed a Declaration of Condominium of KEY MANOR CONDOMINIUM, A CONDOMINIUM, dedicating the property described therein to condominium ownership; and,

WHEREAS, said Declaration of Condominium was recorded on September 6, 1979 at Official Records Book 4909, Page 149, of the Public Records of Pinellas County, Florida as Clerk's Instrument No. 79151021; and

WHEREAS, the Condominium Plat pertaining thereto was filed on September 6, 1979 in Condominium Plat Book 36, Pages 66 through 70, inclusive, of the Public Records of Pinellas County, Florida; and

WHEREAS, said Declaration was amended by virtue of that certain Amendment to Declaration of Condominium of KEY MANOR CONDOMINIUM filed November 15, 1979 at Official Records Book 4928, Page 1082 of the Public Records of Pinellas County, Florida; and

WHEREAS, the Developer has determined that a certain error and omission was contained in the original Declaration so recorded to wit:

The last sentence of paragraph 6a of said Declaration is inapplicable and should be stricken.

WHEREAS, the Developer wishes to correct said error accordance with the provisions of Florida Statutes Section 718.110 as it currently exists; and,

WHEREAS, the Buyer acknowledges and concurs with the aforementioned correction; and

THIS INSTRUMENT IS BEING RERECORDED TO CORRECT A SCRIVENER'S ERROR NOT COMPLETELY IDENTIFYING THE PARAGRAPH

PREPARED BY & REVIEWED TO
Schrader & Englander
Attorneys at Law

THIS INSTRUMENT IS BEING RERECORDED TO CORRECT A SCRIVENER'S ERROR NOT COMPLETELY IDENTIFYING THE PARAGRAPH NUMBER.

Wither Executive Centre
5999 Central Avenue
St Petersburg Florida 33710

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PINELLAS COUNTY
CLEAR CIRCUIT COURT

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CLEAR CIRCUIT COURT

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PINELLAS COUNTY
CLEAR CIRCUIT COURT

WHEREAS, the Developer is currently the record owner of greater than two-thirds of all units in the condominium, and

WHEREAS, a copy of a Resolution by the Developer concurring in said correction is attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Developer as record owner of greater than two-thirds of the units in this Condominium does for itself its heirs and assigns, amend the Declaration of Condominium containing hereto, as though said original Declaration was attached hereto and incorporated herein.

D & A, INC.

By: *Duane Plants*

DUANE PLANTS, President

Mildred E. Le Sue

Attest: *Annabelle Plants, Inc.*

ANNABELLE PLANTS, Secretary

SWORN TO AND SUBSCRIBED before me this 12 day of March, 1980.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 2, 1982

James H. Croft
NOTARY PUBLIC

Schroder & Englander

Attorneys at Law

Wigner Executive Centre

5999 Central Avenue

St. Petersburg, Florida 33716

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OR 5007 PAGE 151
OR 4937 PAGE 493
RESOLUTION
OR 5008 PAGE 492

Whereas D & A, INC., a Florida Corporation is the Developer of Key Manor Condominium; and
Whereas, D & A, INC., currently is the owner of 46 units, representing more than two-thirds (2/3) of the total of 56 units; and

Whereas, D & A, INC., desires to amend that certain Declaration of Condominium recorded at OR Book 4909, pages 149 through 207, Public Records of Pinellas County, Florida, and amendments thereto at OR Book 4928, Page 1082, to reflect the proper placement of electric meters for the units:

BE IT NOW RESOLVED, that the Declaration of Condominium of Key Manor Condominium be and hereby is amended to include the provisions of the foregoing Amendment.

D & A, INC.

By: Duane Plants
DUANE PLANTS, Director

By: Annabelle Plants, Sec
ANNABELLE PLANTS, Director

SWORN TO AND ACKNOWLEDGED before me this 14th day of March, 1980.

Celo Ann Rooney
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Min 17 7 42 PM '80
Notary Public
State of Florida

Prepared to & Return to
Schrader & Englander
Attorneys at Law
Winner Executive Centre
5999 Central Avenue
St. Petersburg, Florida 33710

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KEY MANOR CONDOMINIUM
 AMENDMENT TO DECLARATION DATED AUGUST 2, 1979

WHEREAS, D & A, Inc., a Florida Corporation, caused to be executed that certain Declaration of Condominium of which Declaration was recorded at Official Records Book 4909, Pages 149 through 164, Public Records of Pinellas County, Florida on September 5, 1979, and

WHEREAS, it is the intention of D & A, Inc. to clarify any misunderstanding which has or may arise in the future regarding priority of first mortgage liens.

NOW THEREFORE, D & A, Inc. amends said Declaration of Condominium by adding paragraph 22 as follows:

22. It is expressly understood that the priority of any lien or assessment created by this Declaration for the benefit of the Condominium Association shall be and the same is subordinate and inferior to the mortgage of any institutional lender irrespective of the execution or recording dates of any said lien or mortgage. It is further understood that said assessment or lien is subordinate to the rights of any holder of a deed in lieu of foreclosure of any institutional mortgage, and the execution and delivery of said deed in lieu of foreclosure shall serve to discharge and extinguish said lien or assessment. It is the clear intention of this provision to provide institutional lenders with priority protection of their mortgages despite the date of recording said mortgages against maintenance or assessment liens which may arise in favor of the association and which the association asserts as being superior to institutional mortgages by virtue of the recording date of the Declaration of Condominium.

WITNESSES

D & A, INC.

BY:

DUANE PLANTS, PRESIDENT

ATTEST:

ANNABELLE PLANTS, SECRETARY

PREPARED BY
 RETURN TO: LEONARD
 Schrader & Englander
 Attorneys at Law
 Winner Executive Centre
 5999 Central Avenue
 St Petersburg, Florida 33710
 (813) 384-5999

OR 4028 FEB 10 55

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

Before me personally appeared DUANE PLANTS AND ANNABELLE
PLANTS, PRESIDENT AND SECRETARY OF D & A, INC., to me well known
and known to me to be the persons described in and who executed
the foregoing instrument, and acknowledged to and before me that
they executed said instrument for the purposes therein expressed.


NOTARY PUBLIC

My Commission Expires:

79151021

DECLARATION OF CONDOMINIUM

OF

094900 140

KEY MANOR CONDOMINIUM, A CONDOMINIUM

ST. PETERSBURG, FLORIDA

DECLARATION, made this 2nd day of August 1977 by
D & A, INC., herein called the Developer for itself, its
successors, grantees, and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this
Declaration is to submit the lands herein described and the im-
provements constructed thereon to the Condominium form of
ownership and use in the manner provided by Chapter 718, Florida
Statutes, as amended, herein called the Condominium Act.

(a) The name by which this condominium is to be identi-
fied is KEY MONOR CONDOMINIUM, a condominium, herein called
the condominium, and its address is 3148 30th Ave. North,
St. Petersburg, Florida.

(b) The land owned by the Developer which is hereby
submitted to the condominium form of ownership is more particu-
larly described in the Attached Exhibit "A", which land is
herein called the property.

2. DEFINITIONS. The terms used herein and in the By-Laws
(attached as Exhibit "C") shall have the meanings stated in the
Condominium Act and as follows:

(a) "Association" means the KEY MANOR CONDOMINIUM
ASSOCIATION, INC., and its successors.

(b) "Common elements" shall be all the parts of the
condominium property more specifically defined in paragraph
6 below.

(c) "Common expenses" include (1) expenses of admini-
stration; expenses of maintenance, operation, repair, or
replacement of the common elements, and of the portions of
apartments to be maintained by the Association; (2) expenses
declared common expenses by provisions of this Declaration or
by the By-Laws; and (3) any valid charge against the condominium
as a whole, such as ad valorem taxes for the year in which
this Declaration is recorded.

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

3. IDENTIFICATION. The condominium units and all other
improvements constructed on the condominium property are set
forth in the plat attached as Exhibit "F". The construction of
the improvements described therein is sufficiently complete so
that such material, together with the wording of this Declaration
is a true and correct representation of the improvements describ-
ed, and there can be determined therefrom the identification,
location, and dimensions of the common elements and of each con-

PREPARED BY E Schrader & Englander
AND RETURN TO: ✓

Attorneys at Law
Winnor Executive Centre
5000 Central Avenue
St. Petersburg, Florida 33710
(813) 384-5999

CONDOMINIUM PLAT PERTAINING HERETO, ARE FILED IN CONDOMINIUM PLAT BOOK 36 PG 66 thru 70 (incl).



dominium unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no condominium unit bears the same designation as does any other condominium unit.

OR 4909 PM 150

4. DEVELOPER'S UNITS AND PRIVILEGES.

(a) The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person or entity approved by him. 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 condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, 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.

(b) The Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date provided that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed

5. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning the following items:

(a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

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

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installations in connection therewith required for the furnishing of services to more than one condominium unit or to the common elements.

(g) The common elements designated by this declaration may be enlarged by an amendment to this declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The amendment shall be approved and executed in the manner required by this Declaration, and shall be executed in the Association. Such amendment shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

(h) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(i) An undivided share in the common elements.

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

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

(l) The exclusive right to use such portion of the common elements as may be provided by this Declaration.

6. SHARES OF COMMON ELEMENTS AND EXPENSES. Each unit owner shall own a share in the common elements and in any surplus possessed by the Association, and be liable for common expenses as follows:

<u>Bldg. 3122</u>	201	1.97%	<u>Bldg. 3148</u>	203	1.46%	105	1.46%
101	1.88%	203	1.46%	101	1.88%	205	1.46%
103	1.88%	205	1.46%	103	1.88%	207	1.97%
105	1.88%	207	1.97%	105	1.88%	<u>Bldg. 3121</u>	203
201	1.88%	<u>Bldg. 3147</u>	201	1.88%	101	1.88%	205
203	1.88%	101	1.97%	203	1.88%	103	1.88%
205	1.88%	103	1.46%	205	1.88%	105	1.88%
		105	1.46%	<u>Bldg. 3120</u>	201	1.88%	<u>Bldg. 3146</u>
		107	1.97%	101	1.97%	203	1.88%
<u>Bldg. 3123</u>	201	1.97%	103	1.46%	205	1.88%	105
101	1.97%	203	1.46%	105	1.46%	<u>Bldg. 3143</u>	201
103	1.46%	205	1.46%	107	1.97%	101	1.97%
105	1.46%	207	1.97%	201	1.97%	103	1.46%
107	1.97%						

(a) Common expenses shall include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by law, this Declaration or the By-Laws. 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. In addition, it is understood that inasmuch as there are not separate electric meters for each unit, electrical consumption in each unit is born by the Association as a common expense.

(b) The common surplus shall be owned by unit owners in the share as provided above.

7. MAINTENANCE AND ALTERATION OF CONDOMINIUM UNITS.

(a) The Association shall maintain, repair and replace

(1) all portions of a condominium unit, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the condominium building and all fixtures on the exterior thereof; boundary walls of condominium units; floor and ceiling slabs and load-bearing columns and load-bearing walls; and

(2) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a condominium unit maintained by the Association; and all such facilities contained within a condominium unit which service part or parts of the condominium other than the condominium unit within which it is contained; but

(3) Not including interior, non load-bearing surfaces.

All incidental damage caused to a condominium unit by such work shall be promptly repaired at the expense of the

(b) The responsibility of the condominium unit owner shall be:

(1) to maintain, repair, and replace at his expense all portions of his condominium unit including interior, non-loading-bearing surfaces, but excluding the portions to be maintained, repaired, and replaced by the Association;

(2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building;

(3) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

(c) Except as elsewhere reserved to the Developer, neither a condominium unit owner nor the Association shall make any alteration in the portions of a condominium unit or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety, soundness, or aesthetic appearance of the condominium building, or impair any easement, without first obtaining approval in writing of owners of all condominium units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association. The Association shall maintain, repair, pay for, and/or replace at its own expense:

(a) The responsibilities set forth in paragraph 8 (a) above, and

(b) All utility charges as set forth in herein.

(c) Use and expend the assessments collected to maintain, care for and preserve the condominium units and condominium property, except those portions thereof which are required to be maintained, cared for and preserve by the condominium unit owners, including assessment for reserves or betterments.

(d) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(e) Enter into and upon the condominium units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation.

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

(g) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-Laws and the terms and conditions of this Declaration.

(h) 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 advisable and generally to have the powers of an apartment house manager, including the right to employ and/or contract with, if deemed advisable, a maintenance service contractor and/or 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.

9. The Association shall bear the expense of all electric utility charges for common elements. All electric bills will be paid promptly when due.

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 shall be KEY MANOR CONDOMINIUM ASSOCIATION, INC. a not for profit corporation, hereinafter called the "Association." The Articles of Incorporation are attached hereto and made a part hereof by reference and marked as Exhibit "B", and the By-Laws of the Association are attached hereto and made a part hereof by reference and marked Exhibit "C".

11. THE ASSOCIATION. The Developer and all persons hereafter owning condominium units 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.

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

(b) There shall not be more than fifty-six (56) 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.

(c) All of 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) nor more than five (5) voting members.

12. ENFORCEMENT OF MAINTENANCE. In the event any owner fail to maintain his unit as required above, the Association or any other unit 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 unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce the compliance with the above provision; however, any lender or owner in the event the Association fails to comply with the terms and conditions of the 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.

13. ASSESSMENT, LIABILITY, MAINTENANCE, LIEN & PRIORITY INTEREST, COLLECTION. Common expenses shall be assessed against each condominium parcel of the Association as provided in paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted by the Association.

(a) Every assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorney's fees, through all appeals, shall be paid by the condominium unit owner when due.

(b) Failure to pay any assessment when due shall entitle the Association to the right of record and foreclose a Claim of Lien as set forth in Chapter 718.116, Florida Statutes. All assessments which are not paid shall bear interest at the highest rate allowed by law to charge to individuals in the State of Florida.

(c) When the institutional mortgagee of a first mortgage forecloses his first mortgage, said first mortgagee acquiring title shall not be liable for assessments chargeable to the former unit owner which came due prior to acquisition of title by the said first mortgagee, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share shall be deemed a common expense, collectible from all owners including the acquirer of title through foreclosure.

14. INSURANCE. The insurance provided herein which shall be carried upon the condominium property and the property of the condominium parcel 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 condominium parcel owners and their institutional mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the institutional mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(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 condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage en-

dorsement 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 building on said land, including but not limited to vandalism and malicious mischief.

(2) PUBLIC LIABILITY: The Association will procure and keep in force public liability and workmen's compensation insurance to protect Servicemen and Maintenance Contractors employed by the Association as it deems fit, from time to time, and the Association completely from any claim or damage to persons or property or for an injury to any employee of Servicemen and Maintenance Contractors incurred while Servicemen and Maintenance Contractors or their workmen are performing any duties under the terms of this Agreement for a minimum coverage of One Million Dollars (\$1,000,000) single limit bodily injury and/or property damage.

(3) FLOOD INSURANCE PROTECTION: Under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

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

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a common expense.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their institutional 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 damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

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

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the first mortgagees holding mortgages on the units, and the proceeds shall be expended or disbursed as follows:

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

and the unit 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 institutional mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 15. (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 one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest 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 property and within the units, and provided all institutional 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 reputable contractor willing to do the work on a fixed price basis. 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 units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. 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 one hundred (100) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraph 7 of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 16 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 units and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred (100%) percent vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 16 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 unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of 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 institutional mortgagee of the premises damaged.

(i) In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to paragraph 13 of this Declaration.

(j) Loss less than "very substantial": Where as loss or damage occurs to more than one unit, or the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damages is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest

dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of Mechanics' Liens to the Association, and execute any affidavit required by law or by the Association or by the aforesaid institutional mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy a special assessment against all owners in proportion to the owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit, provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety(90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

(k) "Very substantial" damage: as used in this Declaration, or any other context dealing with this Condominium, the term, "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed as per paragraph 14 (a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 14 (a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

(3) Thereupon a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty(60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred (100%) percent of the total vote of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 718.16, Florida Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then, it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 718, Florida Statutes. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for repairs and restoration of the above property as provided herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

(4) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

15. AMENDMENT OF DECLARATION. This Declaration may be amended in accordance with Section 718.110, Florida Statutes.

16. TERMINATION. The termination of the condominium may be affected by unanimous agreement of the owners and institutional mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or in instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pinellas County, Florida.

17. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a condominium parcel must include all elements thereof as so 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.

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

(a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and/or his guests or designees shall be permitted to utilize such assigned space. No repairing of automobiles, trailers, boats campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit.

(b) Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment; and maintain and repair the fixtures therein, and shall promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as hallways, etc., landscaped and grassed area, shall be used only for the purposes intended. No articles belonging to the apartment occupant's shall be kept in such area, temporarily or otherwise.

(c) Each apartment shall be used only for the purpose of a single family residences and/or vacation home.

(d) Each apartment occupant shall maintain his apartment in a clean and sanitary manner. Porches shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment; but no drying of laundry will be permitted outside of the occupant's apartment or in the courtyard, excepting in the laundry room.

(*) Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other kind whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Condominium Association. No reflecting devices or materials may be used in any of the aforementioned areas.

(f) No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played, any musical instrument, phonograph, radio or television set in his apartment or on or about the Condominium property, between the hours of 11:00 P.M. and the following 8:00 A.M., in any manner disturbing or annoying to the other occupants of the Condominium.

(g) Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.

(h) Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(i) No signs, advertising, or notices of a, kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

(j) All Official notices of the KEY MANOR CONDOMINIUM ASSOCIATION, INC. or of a Management Corporation, if utilized, shall bear the signature of the President and the Official Seal of the said Association and/or Management Corporation.

(k) All damage to the project caused by the moving and/or carrying of an article therein, shall be paid by the unit owner or person in charge of such article.

(l) Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

(m) These Rules and Regulations are subject to modification by the Association in accordance with the By-Laws as set forth in the Declaration of Condominium.

(n) The condominium owner may be given the right to use his parking space for automobile parking only; the parking spaces may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors. The Board of

Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation.

19. 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 unit 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 this Declaration.

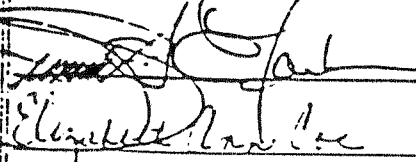
20. INVALIDATION AND OPERATION. Invalidation of any portion of this Declaration or any provision contained in a conveyance of a condominium parcel whether by judgment or Court Order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.


In the event any Court should hereafter determine that any provision as originally drafted herein violated 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.

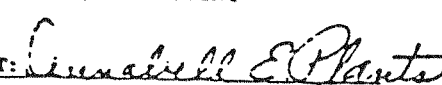
21. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of date hereof.

IN WITNESS WHEREOF, Developer has caused there presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.


SIGNED, SEALED AND DELIVERED D & A, INC.
In the Presence of:


Elizabeth Ann Lee

BY: 
DUANE PLATTS, PRESIDENT

ATTEST: 
SECRETARY

SWORN TO AND SUBSCRIBED before me this 7 day of August, 1979.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC

EXPIRES

STATE OF FLORIDA)
COUNTY OF PINELLAS)

OR 4908 PAGE 183

Before me personally appeared DUANE PLANTS AND ANNABELL E. PLANTS to me well known and known to me to be the President and Secretary of KEY MANOR CONDOMINIUM, INC., the persons described in and who executed the foregoing instrument and executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of August, 1979.

MY COMMISSION EXPIRES:


NOTARY PUBLIC

Schrader & Englander

Attorneys at Law
Winner Executive Centre
5009 Central Avenue
St. Petersburg, Florida 33710
(813) 384-5000

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, KEY MANOR CONDOMINIUM ASSOCIATION, INC., A Florida nonprofit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all Exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

KEY MANOR CONDOMINIUM, I.C.

[Signature]

BY: *[Signature]*
PRESIDENT

[Signature] Ann Coe

ATTEST: *[Signature]* E. Plants
SECRETARY

SWORN TO AND SUBSCRIBED before me this *2nd* day of *August*, 1979

MY COMMISSION EXPIRES:

NOTARY PUBLIC
NOTARY F.
MY COM.
EXPIRES

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me personally appeared DUANE PLANTS AND ANNABELL E. PLANTS to me well known and known to be the President and Secretary of KEY MANOR CONDOMINIUM, INC., the persons described in and who executed the foregoing instrument and executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this *2nd* day of *August*, 1979.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Block 2, LOWELL MANOR SECOND PARTIAL REPLAT,
according to the plat thereof recorded in Plat Book
69, Page 55, Public Records of Pinellas County,
Florida, and

Lot 2, Block 2, LOWELL MANOR SECOND PARTIAL REPLAT,
according to the plat thereof recorded in Plat Book
69, Page 55, Public Records of Pinellas County,
Florida.

of the said common elements as more particularly set forth in the said Declaration of Condominium, only in the event the Condominium parcel owner qualifies for said homestead exemption.

However, whichever option the Association approves by a fifty-one (51) percent vote of its membership shall be controlling on all members.

ARTICLE X
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 be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof:

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

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 and these restrictions, and so long as such 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. Parking spaces may be used in accordance with the allocations designated from time to time by the Association.

H. Owners in the walking of their dogs or cats shall only use the area so designated as per walking areas. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

ARTICLE XI
DEFAULT

A. In the event an owner of a condominium parcel does not pay the sums, charges or assessments required to be paid to the corporation within thirty (30) days after the due date, the corporation acting on its own behalf or through the Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the corporation may, through its Board of Directors, or manager acting in behalf of the corporation, or in its own behalf, 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 or to recover a money judgment brought by or on behalf of the corporation against a condominium parcel owner, the losing litigant 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 nonpayment of monies due the corporation and as a result thereof, the interest of the said owner in and to such 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 the 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 all expenses incurred in the resale 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 refurbishing 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 enabling Declaration of Condominium, Articles of Incorporation or restrictions and these 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 hereinabove enumerated, or sue for damages or take all such course of action at the same time, or for such other legal remedy it may deem appropriate.

In the event legal action is brought against a condominium parcel owner, the losing litigant shall pay the other party'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 other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the corporation a method of procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owners right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII LIABILITY IN EXCESS OF INSURANCE COVERAGE

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

ARTICLE XIII
REGISTERS

OR 4002 PAGE 188

Section 1. The Secretary of the corporation shall maintain a register in the corporate office showing the names and the 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 or sub-lease of a condominium parcel shall be accompanied by an application fee in the amount of twenty-five (\$25.00) dollars to cover the transfer and other such costs that may be incurred by the Board of Directors.

Section 3. The corporation shall maintain a suitable register of the recording of pledged or mortgage 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 these By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIV
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 expected, 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, the State of Florida, or the United States of America.

ARTICLE XV
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-fourths (3/4) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declaration of Condominium, 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 these By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XVI
CONSTRUCTION

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

KEY MANOR CONDOMINIUM ASSOCIATION, INC.
ESTIMATED ANNUAL CONDOMINIUM MAINTENANCE BUDGET

EXPENSES:		PER MONTH	PER YEAR
1.	<u>Payroll</u>		
A.	Maintenanceman/Janitor Salary	900.00	10,800.00
2.	<u>Taxes</u>		
A.	Payroll Taxes	55.17	662.04
B.	Unemployment Compensation Taxes	39.70	464.40
C.	Personal Property (Association Owned)	20.00	240.00
3.	<u>Insurance</u>		
A.	Building, Liability, Contents	150.00	1,800.00
B.	Workman's Compensation	89.88	1,078.56
4.	<u>Utilities</u>		
A.	Electricity (Common Areas)	386.00	4,632.00
B.	Water	135.00	1,620.00
C.	Sewer	135.00	1,620.00
D.	Trash	125.00	1,500.00
5.	<u>Building Maintenance & Repairs</u>		
A.	Gen. Repairs, Maintenance, Grounds, Etc.	400.00	4,800.00
6.	<u>Administrative & Other Services</u>		
A.	Accounting Fees & Other Legal Services	200.00	2,400.00
B.	Permits and Licenses	25.00	300.00
C.	General Office and Miscellaneous Supplies	20.00	240.00
D.	Management Fees	400.00	4,800.00
<u>PROJECTED EXPENSE TOTAL:</u>		<u>\$3,079.75</u>	<u>\$36,957.00</u>

THIS IS AN ESTIMATED OPERATING BUDGET PREPARED BASED ON COSTS KNOWN AT THE TIME OF THE PREPARATION OF THE BUDGET, WHICH IS APPROXIMATELY JULY OF 1979, AND THEREFORE, THIS BUDGET IS SUBJECT TO CHANGE IN ACCORDANCE WITH ACTUAL INCREASE IN COSTS.

0.R.4900 P.11 100

INCOME

<u>TYPE OF APARTMENT</u>	<u>MONTHLY</u>	<u>YEARLY</u>
A	\$60.67	\$728.04
B	\$44.96	\$539.52
C	\$57.90	\$694.80

CUMULATIVE TOTALS

<u>TYPE OF APARTMENT</u>	<u>NO. OF UNITS</u>	<u>MONTHLY</u>	<u>YEARLY</u>
A	16	\$970.72	\$11,648.64
B	16	\$719.36	\$ 8,632.32
C	24	\$1,389.60	\$16,675.20
TOTALS:	56	\$3,079.68	\$36,956.16

KEY MANOR CONDOMINIUM AGREEMENT FOR SALE

THIS AGREEMENT made this _____ day of _____, 19____
 by and between D & A, INC., a Florida Corporation, hereinafter
 referred to as the "Developer"; and
 hereinafter referred to as the "Buyer".

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
 CORRECTLY STATING THE REPRESENTATIONS OF THE
 DEVELOPER. FOR CORRECT REPRESENTATIONS,
 REFERENCE SHOULD BE MADE TO THIS CONTRACT AND
 THE DOCUMENTS REQUIRED BY SECTION 718.503,
 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER
 TO A BUYER OR LESSEE.

THIS CONTRACT IS FOR THE TRANSFER OF A UNIT
 THAT IS SUBJECT TO A LIEN RIGHT BY THE CON-
 DOMINIUM ASSOCIATION FOR NON-PAYMENT OF
 ASSESSED MAINTENANCE FEES. THIS LIEN MAY BE
 FORECLOSED BY THE ASSOCIATION FOR NON-PAYMENT.

WITNESSETH

Developer agrees to sell and Buyer agrees to buy the Resi-
 dential Condominium Unit more particularly described below for
 a purchase price of \$ _____, all upon the terms and con-
 ditions following:

Unit # _____ of KEY MANOR CONDOMINIUM, according to the
 Declaration thereof, date the _____ day of _____
 19____, recorded in Official Records Book _____ at
 Page _____, Public Records of Pinellas County,
 Florida; together with all easements and app tenances
 thereto.

1 TERMS OF PAYMENT:

Total unit purchase price	\$ _____
Mortgage (Institution _____)	\$ _____
Developer _____	\$ _____
Deposit	\$ _____
Additional Deposit	\$ _____
Balance to be Paid at Closing	\$ _____

- A. All deposit money paid herein will be held in
 escrow by Schrader and Englander, Attorneys at
 Law, 5999 Central Avenue, St. Petersburg,
 Florida, who will disburse the same to the
 Developer at closing; Buyer will be given a
 receipt from escrow agent, upon request.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE
 PURCHASE PRICE MADE TO DEVELOPER PRIOR TO
 CLOSING PURSUANT TO THIS CONTRACT MAY BE
 USED FOR CONSTRUCTION PURPOSES BY THE
 DEVELOPER.

- B. In the event of a default by the Buyer in
 completing this transaction by failure to
 pay the balance of the purchase price or
 other closing costs when due, or to execute
 those papers necessary to be executed by
 him for completion and closing of this
 transaction, it is agreed that all monies
 paid herein by the Buyer shall be forfeited

to the Developer as liquidated damages (the full measure of damages accruing to the Developer being incapable of ascertainment). The parties specifically authorize and release the escrow agent to effectuate this provision.

- C. Buyer will pay all costs of any mortgage he wishes to obtain for the Condominium unit.

2. TITLE:

- A. Developer will provide Buyer with an Owners Title Insurance Policy for the full amount of the Condominium Unit purchase price. Title to the Condominium Unit shall be good, marketable, and insurable, but will be subject to the following:

- (1) Taxes for the year in which the sale is closed, if not already paid by the Developer.
- (2) The Provisions of the Declaration of Condominium and all exhibits thereto.
- (3) Restrictions of Records and such zoning or other restrictions imposed upon the property by governmental bodies having jurisdiction.
- (4) Easements, cross easements, reservations and restrictions of record.
- (5) Liens for work done or materials furnished by the Buyer.

- B. Upon the transfer of title, Buyer will automatically be vested with membership in KEY MANOR CONDOMINIUM ASSOCIATION, INC., a not for profit Florida Corporation. This corporation administers the affairs of the condominium subject to the Declaration of Condominium. Membership entitled the Buyer to one (1) vote in the management and affairs of the corporation.

3. CLOSING:

- A. Closing shall take place at the offices of Schrader and Englander, 5999 Central Avenue, St. Petersburg, Florida, on or before , 19 , or such other place as may be designated by the Developer.
- B. Title to the Condominium Unit shall be conveyed by Warranty Deed subject only to the exceptions stated in this instrument.
- C. Ad valorem taxes, less the November discount will be prorated to the date upon which Developer is ready to close this sale according to the terms of the instrument. If the taxes for the year in which the sale is closed are assessed against the property as a whole, then the portion of those taxes apportioned to the apartment shall be the same share as the share in the common elements that are appurtenant to the apartment.

- D. Developer will pay the cost of documentary stamps required to be affixed to the Deed, and the cost of the Owners Title Insurance Policy referred to in Paragraph 2a above.
- E. Buyer will pay the following costs:
 - (1) Recording the Deed.
 - (2) Prorated portion of monthly maintenance fees, from the date of closing or occupancy, whichever is first to occur.
- 4. DOCUMENTS: Buyer acknowledges receipt of the following documents which are required to be delivered to him, pursuant to Section 718.503, Florida Statutes:
 - A. A copy of this Agreement.
 - B. The Declaration of Condominium and all exhibits.
 - C. The Articles of Incorporation and By-Laws of KEY MANOR CONDOMINIUM ASSOCIATION, INC., a not for profit Florida Corporation.
 - D. The Estimated Operating Budget for the Condominium.
 - E. A copy of the floor plan of the unit.
- 5. MISCELLANEOUS:
 - A. Time is of the essence in this Agreement.
 - B. This Agreement shall be binding upon the parties hereto, their successors and assigns, provided, however, that the Buyer shall not assign this Agreement without prior written approval of the Developer.
 - C. Buyer acknowledges that he has been apprised of and is acquainted with the service and maintenance fee which shall be paid, by the buyer, monthly payment of which shall commence as of the date of closing of this transaction.
 - D. Buyer herein specifically grants authority to the attorney for the condominium to file and place among the Public Records of Pinellas County, Florida, all documents required to be filed by Florida Statutes, in order to legally create and maintain in existence this condominium property.
 - E. The use of the plural shall include the singular and the use of the singular shall include the plural. The use of the masculine and neuter genders shall include all genders.
 - F. All notices by one party to the other given pursuant to this Agreement shall be in writing and may be served upon either party by personal delivery or certified mail at the following addresses:

084000 194

FOR THE DEVELOPER:

Leonard S. Englander
5999 Central Avenue
St. Petersburg, Florida 33710

6. SPECIAL PROVISIONS:

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

ALL PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have caused the same to be executed this day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

DEVELOPER:

As to the Developer

BY: _____

BUYER:

As to the Buyer

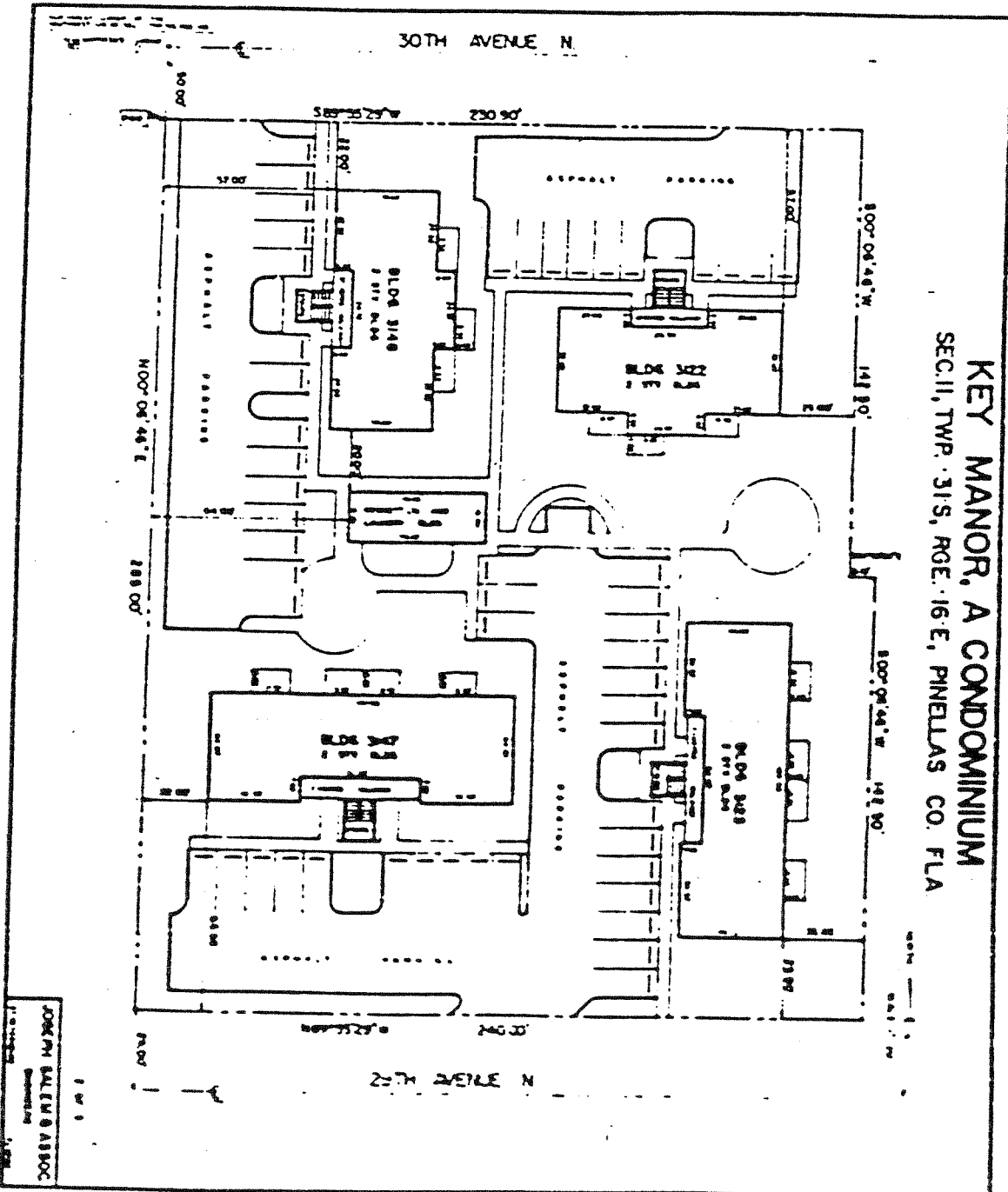
BY: _____

BY: _____

FILE 6101

W004 81 LINDENHURST RD. AD TWINGING SWL

KEY MANOR, A CONDOMINIUM
SEC. II, TWP. 31 S, RGE. 16 E, PINELLAS CO. FLA.



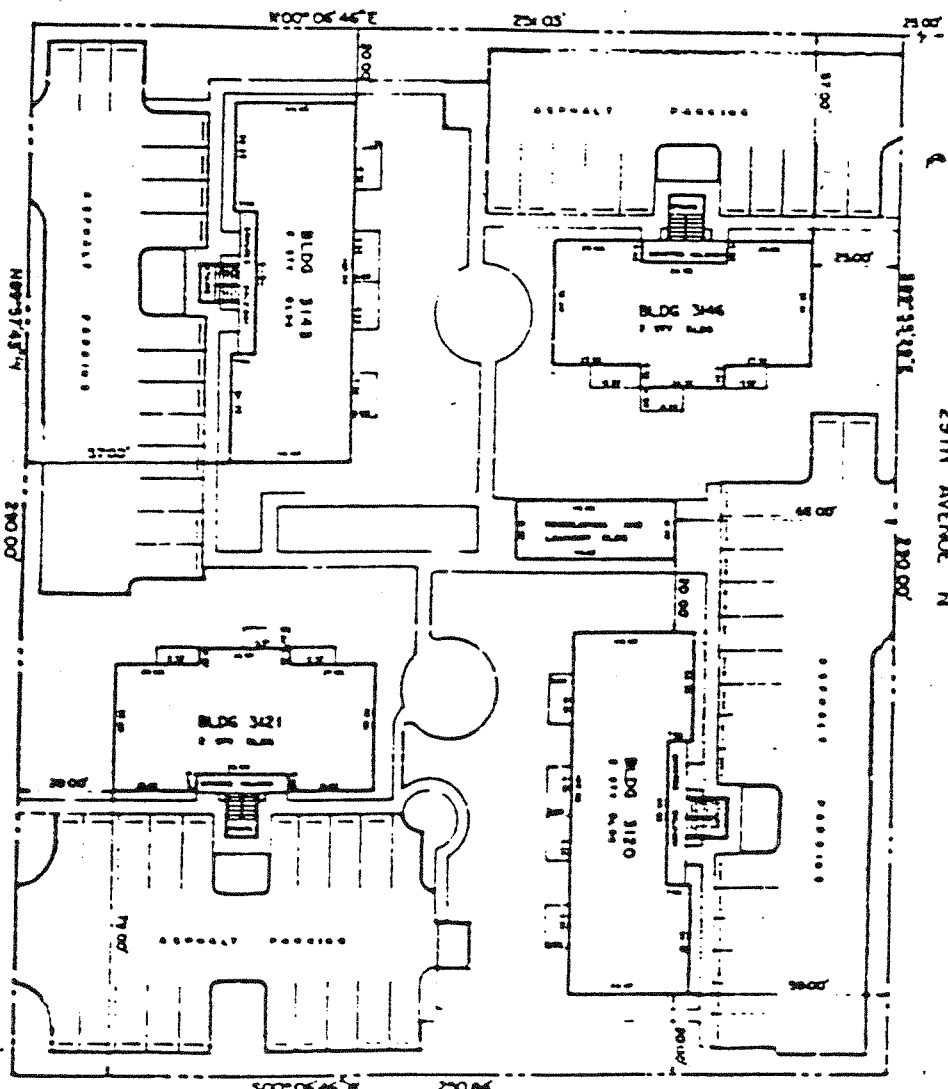
JOHN M. BAKER & ASSOC.
PLANNERS
1111 1st St. N.
St. Petersburg, FL 33705

OR 4909 197

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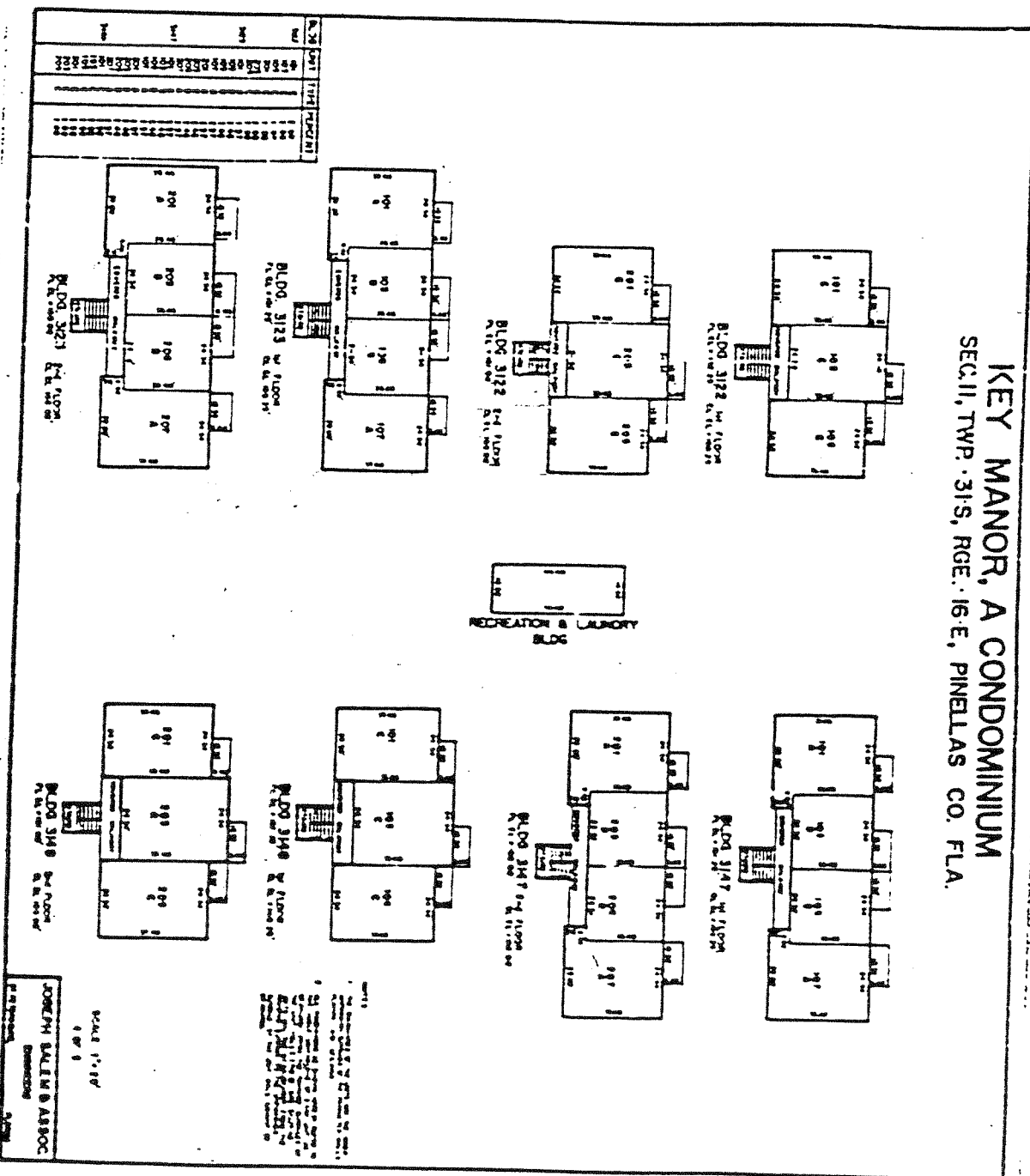
KEY MANOR, A CONDOMINIUM SEC. II, TWP. 31 S, RGE. 16 E, PINELLAS CO. FLA.

29TH AVENUE N

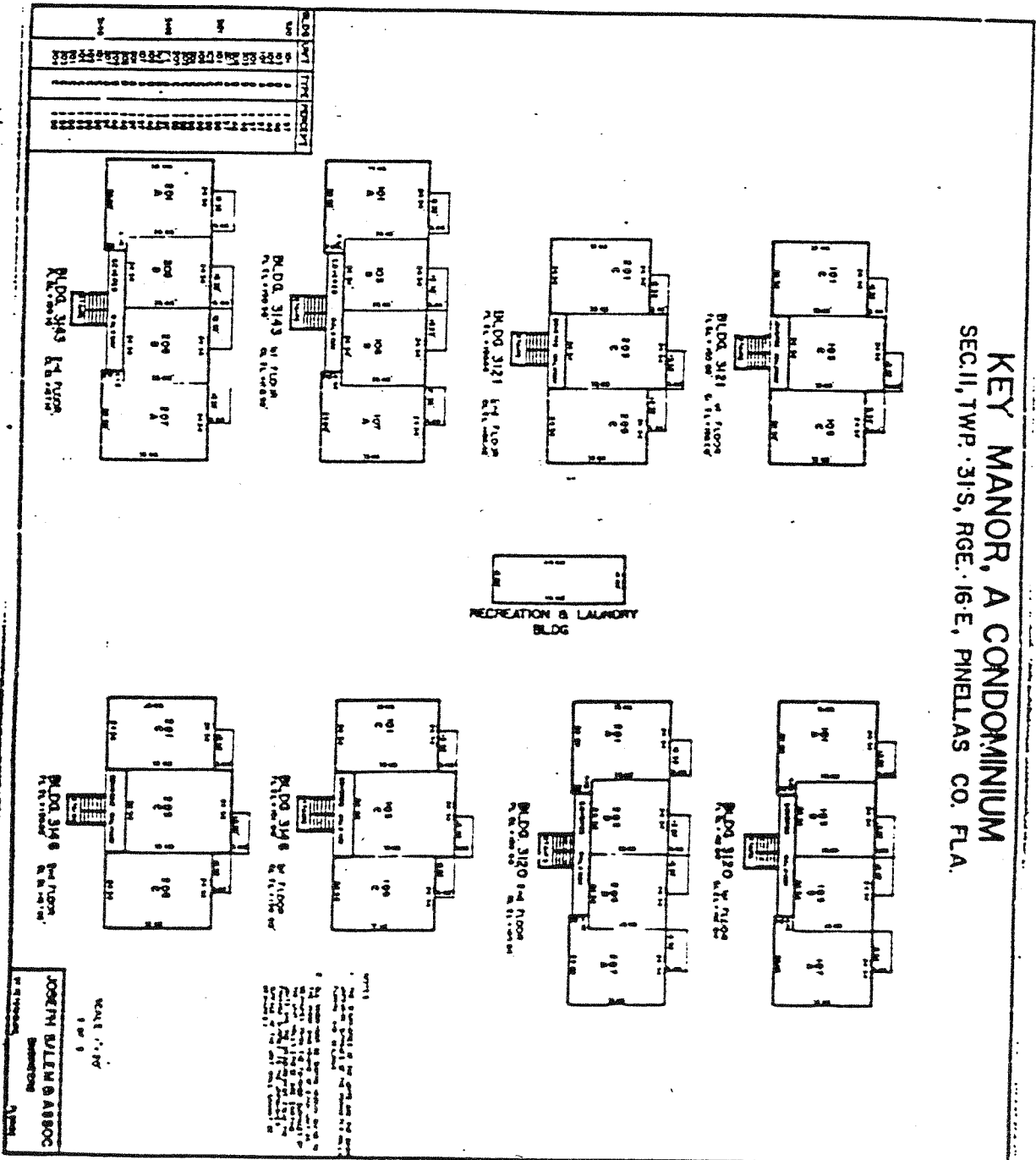


JOEL M. SALEM & ASSOC
PLANNERS
1974

SEC. 11, TWP. 31-S, RGE. 16-E, PINELLAS CO. FLA.



KEY MANOR, A CONDOMINIUM SEC. II, TWP. 31S, RGE. 16E, PINELLAS CO. FLA.



RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items, checked below, as required by the Condominium Act, relating to KEY MANOR CONDOMINIUM, physically located at 3148 30th Avenue North, St. Petersburg, Pinellas County, Florida.

Place a check in the column by each item received.

<u>ITEM</u>	<u>RECEIVED</u>
PROSPECTUS	
DECLARATION OF CONDOMINIUM	
ARTICLES OF INCORPORATION	
BY-LAWS	
ESTIMATED OPERATING BUDGET	
FORM OF AGREEMENT FOR SALE OR LEASE	
STATEMENT OF CONVERSION CONDITIONS	
PLOT PLAN	
FLOOR PLAN	

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF HIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED, BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this day of , 1979

PURCHASER

PURCHASER

Specific Authority 728.501 (1) (d) FS. Law Implemented 718.503, 718.504 FS. History-New 11-15-77.

Brantley Termite & Pest Control

729 - 84th Avenue North
St. Petersburg, Florida 33782
Phone 576-1382

Date of Inspection 7-25-73

THIS IS YOUR INVOICE

Mail to: Sammy Englander Basic Charge \$45.00
5959 Central Avenue Additional Charges _____
St. Pete, Fl. 33710 Total Amount Due \$45.00

Property Inspected Key Manor apt. 302 Ave. S. St. Pete
 Mortgage Company _____ Case No. _____

TERMITE INSPECTION REPORT

An inspection of the above-named property such as door casings, mop boards, baseboards, molding and tub traps shows:

- (☒) No Visual Evidence of Active Infestation
- (☐) Visual Evidence of Previous Infestation
- (☐) Evidence of Previous Treatment
- (☐) Visual Evidence of Active Infestation:
 - (☐) Subterranean Termites
 - (☐) Drywood Termites
 - (☐) Other - See Remarks

This termite inspection report is not to be construed as a guarantee against termites or other wood destroying insects. This is a visual inspection only by a qualified inspector and does not provide for present or future damage and this inspection is only valid for thirty days.

REMARKS: _____

No 582

Sammy Englander
 Brantley Termite and Pest Control
 Representative

Joseph Salem & Associates, Inc.
ENGINEERS & SURVEYORS

O.R. 4303 PAGE 201

2533-34th St. South
St. Petersburg, Florida 33711

Phone 813-867-1493
Page 1

R E P O R T
on the
CONSTRUCTION AND PHYSICAL CONDITION OF BUILDING
known as
KEY MANOR APARTMENTS
located at
St. Petersburg, Florida

July 30, 1979

190-79-M

Prepared by
JOSEPH SALEM & ASSOCIATES, INC.

PE Fla. Reg. #22486

Joseph Salem & Associates, Inc.
ENGINEERS & SURVEYORS

08.4209 PAGE 202

2533-Java St South
St. Petersburg, Florida 33711

Phone 813-867-1493

Report - KEY MANOR APARTMENTS

July 30, 1979

Page 2

1 PURPOSE: To inspect the improvements at St. Petersburg, Florida and to report the findings in accordance with the stipulations set forth in paragraph 7D-18.03 of Regulation by Division of Florida Land Sales and Condominiums.

2 OWNER: D & A, Inc.
5140 41st Avenue North
St. Petersburg, Florida 33709

3 DATE OF INSPECTION:

July 30, 1979

4 DATE OF COMPLETION OF CONSTRUCTION:

C. O. # dated
Building Authorities of

issued by the

5 TYPE OF CONSTRUCTION:

Type II. as defined in the Standard Building Code.

6 PRIOR USE OF THE IMPROVEMENTS:

Rental Apartments

7 DESCRIPTION OF THE IMPROVEMENTS:

- 1 The structure is a two story high buildings with covered corridors, providing entrances to the rental units.
- 2 Exterior walls are of 8" concrete masonry units with reinforced concrete tie beams and concrete filled reinforced cells.
- 3 The deck structures over the first floor are reinforced concrete flat slabs.
- 4 The construction of the roof is of wood joists, plywood sheathing, rigid thermal insulation board and graveled built-up roofing.

Joseph Salem & Associates, Inc.
ENGINEERS & SURVEYORS

OR 4909 PAGE 203

2533-34th St. South
St. Petersburg, Florida 33711

Phone 813-867-1493

Report - KEY MANOR APARTMENTS

July 30, 1979

Page 3

5 Party walls between apartments are built of 8" concrete masonry units. Partition walls are constructed of stud walls covered on both sides with sheet-rock wall-board.

6 Interior 8" the exterior concrete block walls are furred and covered with sheet-rock wallboards.

7 Exterior finish of the building is painted stucco.

8 TYPE OF APARTMENTS:

- 1 Bathrooms have tubs with shower and toilet bowls and lavatories.
- 2 Kitchenets are equipped with:
Double sinks in base cabinets
Electric range-oven units
Frost-free electric refrigerators
Overhead cabinets with exhaust fans over the range.

9 INSPECTION OF IMPROVEMENTS:

Accompanied with Albert F. Tague, Jr., we inspected the premises on July 20, 1979 i.e.,

- 1 The entire site
- 2 Building
- 3 Roof
- 4 Plumbing system
- 5 Air-conditioning elements
- 6 Swimming pool and incidental equipments
- 7 Electrical system

10 RESULTS OF INSPECTION:

1 Site:

The site improvements, i.e. asphalt pavement, parking facilities, landscaping, sun-deck, shuffle-boards are in a very neat and well maintained shape, sound and safe for their use intended.

2 Structural elements:

Safety of structural elements with respect to the use intended:

Structural elements are safe for the use intended.

Joseph Salem & Associates, Inc. O.R. 4903 PAGE 204
ENGINEERS & SURVEYORS

2533-34th St. South
St. Petersburg, Florida 33711

Phone 813-867-1493

Report - KEY MANOR APARTMENTS July 30, 1979 Page 4

Soundness of structural elements:

No settlement nor structural cracks have been observed inside and outside the building. In our evaluation, the structure of the building is sound and in good condition.

3 Condition of roof:

1 Safety of roof with respect to the use intended:

Roof is safe for the use intended.

2 Soundness of roof:

Built-up roofing is in excellent condition, well covered with gravel. No marks of ponding water have been noticed. Sheet metal work is in good shape, no deficiencies have been observed.

There is no record of roof leakages or other problems since the life-time of the roof.

4 Plumbing elements:

1 Safety of plumbing elements with respect to the use intended:

Plumbing elements are safe for the use intended.

2 Soundness of each element:

Hot water supply is provided through a central system. The two water heaters are in good condition, nothing but regular maintenance is required.

The fixtures and piping are in good condition, no wear other than normal has been observed.

No records exists of stoppages and/or any other problems in the sewer system.

Joseph Salem & Associates, Inc.
ENGINEERS & SURVEYORS

O.R. 4909 PAGE 205

2533-34th St. South
St. Petersburg, Florida 33711

Phone 813-867-1493

Report - KEY MANOR APARTMENTS July 30, 1979 Page 5

3 Functioning ability of the plumbing system:

The entire plumbing system is functioning properly.

5 Heating and air-conditioning:

1 Safety of elements with respect to the use intended:

Each element are safe for the use intended.

2 Soundness of elements:

No wear and/or deterioration has been observed on all of the elements other than normal.

3 Functioning ability of the air-conditioning elements:

It has been tested that each individual air-conditioning system is functioning properly.

6 Swimming pool and equipment:

1 Safety of the installations with respect to the use intended:

The pool and all the equipment is safe for the use intended.

2 Soundness of the installation:

The pool, pumps, filter, the solar panel located on the roof, and all piping are in excellent good condition. Routine maintenance is required only.

3 Functioning ability of elements:

The entire installation is functioning properly.

7 Electrical systems:

1 Safety of electrical elements with respect to the use intended:

The entire electrical installation is safe for the use intended.

2 Soundness of electrical elements:

The service entrance is underground. The main and

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ENGINEERS & SURVEYORS

OR. 4909 FILE 206

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St. Petersburg, Florida 33711

Phone 813-867-1493

Report - KEY MANOR APARTMENTS

July 30, 1979

Page 6

secondary panels, distribution boxes, conduits, wiring, fixtures are all in complete sound good condition. No deterioration, deficiencies nor loose connections have been observed. Nothing but regular maintenance is required.

3 Functioning ability of electrical elements:

All elements are functioning properly within their scope with no interruption in service.

This report is based on sound architectural and engineering practice and is given impartially to the best of our knowledge and belief.



Joseph Salem PE Reg. #22486

Brantley Termite & Pest Control

729 - 84th Avenue North
St. Petersburg, Florida 33702
Phone 576-1382

Date of Inspection 7-26-72

THIS IS YOUR INVOICE

Matt to: Sammy Englander Basic Charge \$45.00
5050 Central Avenue Additional Charges _____
St. Pete, Fl. 33710 Total Amount Due \$45.00

Property Inspected Key Manor 0235 3325 Ave. N. St. Pete, Fla.
 Mortgage Company _____ Case No. _____

TERMITE INSPECTION REPORT

An inspection of the above-named property such as door casings, mop boards, baseboards, molding and tub traps shows:

- (X) No Visual Evidence of Active Infestation
- () Visual Evidence of Previous Infestation
- () Evidence of Previous Treatment
- () Visual Evidence of Active Infestation:
 - () Subterranean Termites
 - () Drywood Termites
 - () Other - See Remarks

This termite inspection report is not to be construed as a guarantee against termites or other wood destroying insects. This is a visual inspection only by a qualified inspector and does not provide for present or future damage and this inspection is only valid for thirty days.

REMARKS: _____

No 582

Chris Smith
 Brantley Termite and Pest Control
 Representative

I#: 2006265414 BK: 15247 PG: 577, 07/17/2006 at 02:18 PM, RECORDING 6 PAGES
\$52.50 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKPR13

PREPARED BY AND RETURN TO:

Bennett L. Rabin, Esquire
Brudny & Rabin, P.A.
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677-4613

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF KEY MANOR CONDOMINIUM. A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Key Manor Condominium Association, Inc. (the "Association") held on June 5, 2006, at which a quorum of the voting interests were present, the attached Amendments to the Declaration of Condominium of Key Manor Condominium, a Condominium, were duly adopted by the membership as required therein. The Declaration of Condominium of Key Manor Condominium, a Condominium, was originally recorded in Official Records Book 4909, Page 149, of the Public Records of Pinellas County, Florida, and as it exists as originally recorded and subsequently amended. The Condominium Plat related thereto is found in Condominium Plat Book 36, Page 66, of Pinellas County Public Records. The attached consists of five pages.

IN WITNESS WHEREOF, KEY MANOR CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 11 day of July, 2006.

KEY MANOR CONDOMINIUM
ASSOCIATION, INC.

By: Walter M. Canless
Signature
WALTER M. CANLESS, PRESIDENT
Printed Name and Title

Signature of Witness #1

LINDA L. LOUD
Printed Name of Witness #1

Signature of Witness #2

LINDA E. KERR
Printed Name of Witness #2

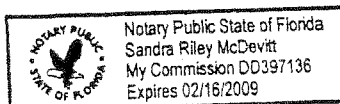
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11th day of July, 2006, by Walt McCanless, as President of KEY MANOR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced n/a as identification.

Sandra Riley McDevitt
Notary Public - State of Florida at Large

My Commission Expires:

2-16-2009



PINELLAS COUNTY FL OFF. REC. BK 15247 PG 578

**APPROVED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF KEY MANOR CONDOMINIUM, A CONDOMINIUM**

The following are approved amendments to the Declaration of Condominium of Key Manor Condominium, a Condominium, originally recorded at Official Records Book 4909, Page 149, Public Records of Pinellas County, Florida, as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: A new Subsection (o) is hereby added to Section 18 to read as follows:

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

* * *

(o) New Purchasers – Limitation on Leasing. No unit may be leased or rented by a new owner who acquires title to any unit in the Condominium after the effective date of this amendment during the twenty-four (24) consecutive calendar months following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first twenty-four (24) months of ownership. Examples of potential hardship exceptions include accidents or other medical situations which prevent the owner from occupying the unit, or other similar hardship situations.

Item No. 2: A new Subsection (p) is hereby added to Section 18 to read as follows:

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

(p) Limitation on Ownership. In order to promote owner occupancy of properties, and in addition to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire title to more than two (2) units in the community, either directly or indirectly. This shall apply to acquisitions of additional units by immediate family members of an owner; and to acquisitions by any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority stockholders that also own other units. This restriction shall not apply to any persons or entities that properly own more than two (2) units as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if they own two or more units, directly or indirectly.

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Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer.

Item No. 3: A new Subsection (q) is hereby added to Section 18 to read as follows:

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

* * *

(q) All leases entered after the effective date of this amendment will be required to be for a term of one (1) year. Prior to the commencement of a lease, the Owner is required to submit a copy of the lease to the Association along with such information regarding the tenants as may be reasonably required on a form to be developed for this purpose. The Association will not have the authority to disapprove any lease unless it is not for a term of one (1) year. Prior to the expiration of the term of the lease, the Association may notify the Owner that it is disapproving any further renewal of the lease if the tenants have violated the terms of this Declaration, or the Rules and Regulations of the Association, on more than one occasion, or have failed to correct any such violations.

Item No. 4: A new Subsection (r) is hereby added to Section 18 to read as follows:

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

* * *

(r) Leasing Cap.

(1) No residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds twenty-five percent (25%) of the total number of residential units in the condominium. Should the Association disapprove of a lease by reason of this provision, the unit owner(s) seeking approval of a lease shall be placed on a waiting list maintained by the Association, and offered the opportunity to lease their unit(s) in accordance with the following provisions.

(2) The Association shall maintain a list of unit owners who wish to lease their unit(s), but have not been able to do so as a result of the limitations in this section. If at any time there is an owner on such list, the Association shall not approve a residential lease within the condominium, until such person, or persons, on the list are given a reasonable

opportunity to lease their unit first, pursuant to this subsection and such other rules and policies adopted by the Association.

(3) Once a waiting list has been established, unit owners wishing to lease their units may voluntarily place their names on the list at any time by providing written documentation to the Association of their desire to be placed on the list. Unit owners may also have their names placed on the list in accordance with the preceding provision. Names will be placed on the list in the order that notification and/or applications are received.

(4) If a waiting list has been established due to the maximum number of leased units having been reached, and units become available since the maximum percentage of leased units has fallen below the maximum level at the time of receipt of notification of a desire to lease, and a proper lease application, and provided the proposed lease and lessee otherwise meets all other provisions of this Declaration and other applicable rules and policies regarding leasing, the Association shall approve of such lease by the owner(s) whose name(s) appear at the top of the list. If, however, there are more applications and/or owners desiring to lease their units than available units for lease given the percentage of permissible unit leases available in the condominium, then the Association shall notify the owner(s), one by one from the top of the list, of the availability of their unit for lease, as existing leases expire and units become available for lease, whereupon the owners shall have a period of forty-five (45) working days to provide a fully executed and complying lease agreement and application to the Association for approval. After passage of the forty-five (45) day time period, if a proper application is not in the hands of the Association for approval, or if the proposed lease is otherwise not in compliance with the requirements of this Declaration, or if the proposed lease is not approved by the Association in accordance with its authority to disapprove of such a lease under these or other provisions within the Declaration, then the right of the unit owner so notified shall expire, their name(s) shall be placed at the end of the list (if they still desire to lease their unit), and the next unit owner on the list shall be notified of the opportunity to lease their unit. The same forty-five (45) day time period shall apply to all unit owners so notified.

(5) The Association may adopt reasonable rules and regulations to implement this leasing policy.

(6) These provisions shall not apply to lease extensions or renewals for approved leases in existence as of the effective date of this amendment, but these requirements shall apply to subleasing. Leases entered after the effective date of this amendment will not be subject to renewal or extension without written approval from the Association, and renewals will not be approved unless the maximum number of leased units has not been reached and a waiting list has not yet been established.

Item No. 4: A new Subsection (s) is hereby added to Section 18 to read as follows:

18. **OBLIGATIONS OF MEMBERS.** In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

* * *

(s) Leasing Approval. All leases shall be subject to prior approval of the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. The Association's representative(s) may, in their discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

(1) Reasons for potential disapproval may include:

(a) Prior criminal record of the applicant, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

(b) A history evidencing actions taken by the applicant which show a disregard for rules and regulations associated with community living;

(c) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or

(d) Providing false or incomplete information in connection with an application.

(2) As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and if a Lease Addendum is not executed, the lease shall be deemed to include such provisions. A Uniform Lease Addendum meeting these requirements, in a form satisfactory to the Association, shall be made available by the Association. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.

(3) It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place, and

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within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.

(4) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.

END OF APPROVED AMENDMENTS

401/Amendments/DecAmends-Leasing6-606