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DECLARATION OF CONDOMINIUM

OF

HARBOR OAKS PLACE,  
A Condominium

I.

Submission Statement

The undersigned hereby submits the condominium property, hereinafter described, to condominium ownership.

II.

Name

The name by which this condominium is to be identified is HARBOR OAKS PLACE, A Condominium.

III.

Legal Description

Being the Easterly part of Block 10 of J. K. Cass as recorded in Plat Book 10, Page 39 of the Public Records of Pinellas County, Florida, and being described as follows: For a P.O.B. begin at the N.E. corner of said Block 10, thence S 89°53'57" W along its North boundary (same being also the South boundary of Rogers Street), 252.27'; thence S 20°32'54" W, 309.66' to the North boundary of Turner Street; thence N 89°58'31" E along the said North boundary 361.81' to the S.E. corner of said Block 10; thence N 00°10'03" W along the West boundary of Orange Avenue, 290.25' to the P.O.B.

IV.

Identification of Units

The units of this Condominium are identified by number shown on Exhibit "A" attached hereto and incorporate herein.

(Condominium Plat pertaining hereto recorded in Condominium Plat Book 12, Pages 83, 84, 85, 86 & 87.)

This instrument prepared by: John D. Fite  
RICHMOND, ROYAL, GIBBY, FITE,  
LLP, P.C. 115...  
3...  
Clearwater, Florida 34616

LAN...  
RICHMOND, ROYAL, GIBBY, FITE,  
LLP, P.C. 115...  
3...  
Clearwater, Florida 34616

RETURN TO: *Holl*

V.

Survey, Plot Plan, and Graphic  
Description of Improvements

All information required by Section 711.08 (e) of the Florida Statutes is contained in Exhibit "A" attached hereto and by reference incorporated herein.

VI.

Percentage of Ownership of Common Elements

<u>Unit Number</u>	<u>% of Interest in Common Elements</u>
201	1.46
202	1.41
203	1.41
204	1.46
205	1.46
206	1.10
207	1.10
208	1.46
301	1.46
302	1.41
303	1.41
304	1.46
305	1.46
306	1.10
307	1.10
308	1.46
401	1.46
402	1.41
403	1.41
404	1.46
405	1.46
406	1.10
407	1.10
408	1.46
501	1.46
502	1.41
503	1.41
504	1.46
505	1.46
506	1.10
507	1.10
508	1.46
601	1.46
602	1.41
603	1.41
604	1.46
605	1.46
606	1.10
607	1.10
608	1.46
701	1.46
702	1.41
703	1.41

704	1.46
705	1.46
706	1.10
707	1.10
708	1.46
801	1.46
802	1.41
803	1.41
804	1.46
805	1.46
806	1.10
807	1.10
808	1.46
901	1.46
902	1.41
903	1.41
904	1.46
905	1.46
906	1.10
907	1.10
908	1.46
1001	2.27
1002	2.09
1003	2.27
1004	2.27
1005	1.95
1006	2.27

VII.

Common Expenses and Common Surplus

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, as designated in paragraph VI above.

VIII.

Voting Rights

Each Condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the bylaws of the Condominium Association.

IX.

Amendments

Section 1. Except as otherwise provided herein, this

Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the bylaws, by an affirmative vote of seventy-five per cent of the unit owners present and voting.

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of such amendment shall be required.

Section 3. All amendments shall be recorded as required by law.

Section 4. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration or of the bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel shall be effective without the joinder of said institutional mortgagee.

X.

Association

The name of the Association responsible for the operation of this condominium is HARBOR OAKS E. F. INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and by reference incorporated herein.

XI.

Bylaws

The bylaws of this condominium are set forth in Exhibit 'C' attached hereto and by reference incorporated herein.

XII.

Assessments

Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraphs VI and VII hereof. All such assessments, including reasonable attorney's fees and other costs of collecting same, shall be secured by a lien against the condominium parcel against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner thereof which became due prior to acquisition of title by said mortgagee. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the

owners of condominium parcels, including such acquirer, his successors and assigns.

XIII.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of seventy-five per cent of the unit owners, as authorized and provided in paragraph XIV herein.

XIV.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, and their mortgagees as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mort-

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gagees as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the building prepared by Watson & McMurry, Architect, said plans being on file with the Building Department of the City of Clearwater, Pinellas County, Florida.

If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liabilities arising out of the use of the common elements, units and easements. Said policy shall be in an amount of not less than \$100,000 / \$300,000 personal injury, and \$25,000 property damage.

The Association further shall, if required by State

Laws, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

XV.

Common Elements

The common elements shall remain undivided and no condominium unit owner shall bring any action for partitional division of the whole or any part thereof. The ordinary rights of tenants in common to partition, at common law or by statute, are expressly waived. No person claiming an interest in the common elements by any source whatever shall be entitled to possession or occupancy until and unless he is likewise vested of title to the condominium unit pursuant unto the provisions hereof. The common elements shall include within its meaning in addition to the items listed in the Florida Condominium Act, Section 711.06, the following terms:

1. An exclusive easement for the use of the air space occupied by the condominium building, as it exists at any particular time and as the same may lawfully be altered.
2. An undivided share of the condominium surplus.
3. Cross easements for egress and ingress, supports, maintenance, repairs, replacements and utilities.
4. Easements for encroachments by the perimeter walls, ceiling and floor surrounding each condominium unit caused by the settlement or movement of the building or by minor inaccuracies in the building or rebuilding which now exists or hereafter exists.



5. The land on which the building housing the units is located and the remaining lands included in the condominium parcel described above.

6. All parts of improvement on said land not located within the condominium unit.

7. An easement of support in every portion of the unit which contributes to the support of the unit.

8. All external walls of the units other than the internal surfaces thereof.

9. All stairways and external walks.

XVI.

Parking

The initial directors of the Association shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the Condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Upon the directors' having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of ninety per cent of the unit owners. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

XVII.

Restrictions

All unit owners in addition to any other obligation,

duty, right and limitation imposed upon them by this declaration, the Articles of Incorporation and Bylaws of the Association and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to wit:

Section 1. No unit shall be used for any purpose than for residential purposes.

Section 2. All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

Section 3. Except for name plates of uniform size and design approved by the Board of Directors, no unit owner shall cause any signs to be posted or affixed to any of the common elements or in any unit in which such sign may be seen from the common elements.

Section 4. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements, and shall be liable for damages therefor.

Section 5. All common hallways, balconies and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 6. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung over or on balconies.

Section 7. All garbage or trash shall be placed in

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the disposal installations provided for such purposes by the Association.

Section 8. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 9. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M.; nor shall an occupant commit or permit any nuisance, immoral or illegal act in his unit or in the common elements.

Section 10. No one bedroom unit in the Condominium shall be permanently occupied by more than two individuals, and no two bedroom unit shall be permanently occupied at any time by more than four individuals, and no three bedroom unit shall be permanently occupied at any time by more than six individuals, except as otherwise provided herein.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the Condominium as is provided for in its Articles of Incorporation.

XVIII.

Transfer of Condominium Parcels

Section 1. Sales. Prior to the sale or transfer of a condominium parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval of the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If no action is taken within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors.

If the transfer be disapproved, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale. If the Directors fail to exercise their option to purchase within said thirty (30) day period, then the member shall be free to sell and convey to the intended purchaser. If the Directors fail to act within thirty (30) days as above provided or fail to exercise their option within thirty (30) days as herein provided, they shall furnish a certificate to that effect in form recordable in the Public Records of Pinellas County, Florida.

The provisions of this Section shall not be applicable to any sale made by the undersigned; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or

by voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

Section 2. Leasing. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than twelve (12) months, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same provided that all such leases are made subject to this Declaration, the Articles of Incorporation, and the bylaws of the Association, and the Condominium Act.

XIX.

Mortgages

An owner of a parcel may mortgage his parcel or any interest therein without the approval of the Association to a bank, life insurance company or federal savings and loan association. There shall be no other mortgagee except with the approval of the Association. Such approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

XX.

Initial Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected as

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COUNTY OF  
FLORIDA

provided in the Articles of Incorporation and the bylaws of the Association are as follows:

Jo Ann C. East	Director	President
Roberta S. Hooper	Director	Vice President
Dorothy C. Hayward	Director	Secretary-Treasurer

XXI.

Restraint Upon Assignment

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

THIS DECLARATION for the Creation and Establishment of HARBOR OAKS PLACE, a condominium, including exhibits attached hereto, made and entered into and submitted this 27th day of November, A.D. 1972.

Witnesses: VIWAY, INC.

Margaret E. Kirby By Victor N. Kirby  
Victor N. Kirby Vice President

Attest Margaret E. Kirby  
 Margaret E. Kirby  
 Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 27th day of November, A.D. 1972, before me personally appeared VICTOR N. KIRBY and MARGARET E. KIRBY, Vice President and Secretary respectively of VIWAY, INC., a corporation under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of November, A.D. 1972.

Margaret E. Kirby  
Notary Public

My Commission Expires:

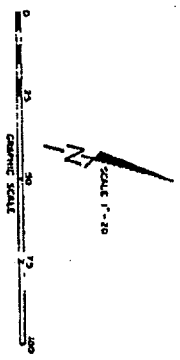
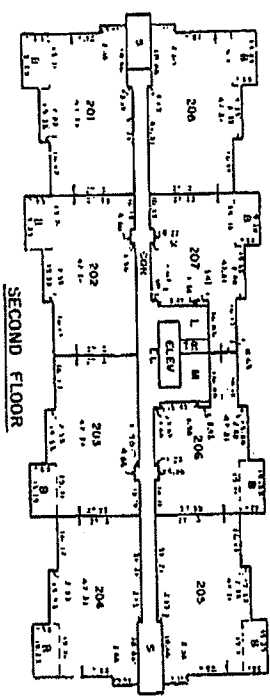
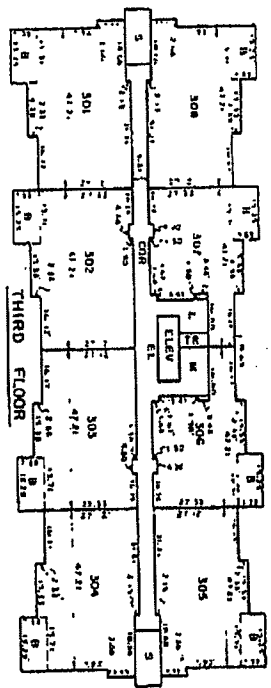
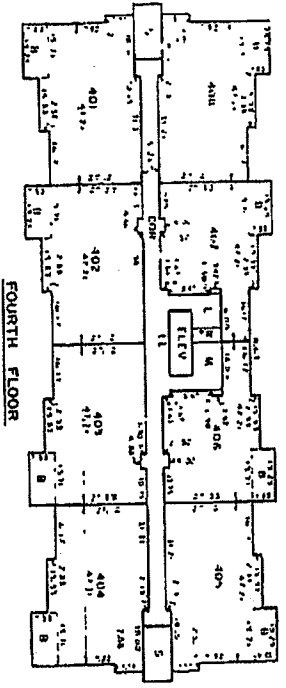






# HARBOR OAKS PLACE A CONDOMINIUM

SECTION 16, TOWNSHIP 29S, RANGE 15E, PINELLAS COUNTY, FLORIDA



- LEGEND
- CONDOMINIUM
  - CONDOMINIUM UNIT
  - ELEVATOR SHAFT
  - ELEVATOR
  - STAIRS
  - MECHANICAL
  - WATER TANK

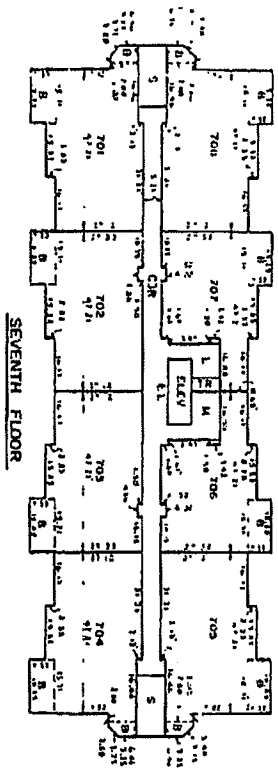
**CERTIFICATE**  
I, HARVEY CANTY, CHARTERED SURVEYOR, A SURVEYOR OF HARBOR OAKS PLACE, A CONDOMINIUM WITH ALL NECESSARY SECTORS TO RESIDE CONDOMINIUMS OF EACH FLOOR, AND ALL NECESSARY WALLS AND COMMON ELEMENTS, ELEVATORS, STAIRS AND COMMON ELEMENTS, AND SECTORS OF EACH FLOOR AND COMMON ELEMENTS, AS SHOWN ON SHEET 2

*Harvey Canty*  
REGISTERED SURVEYOR NO. 1017

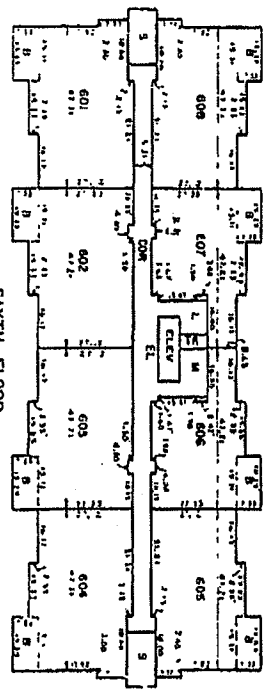
PREPARED BY  
S. J. PATTERSON, INC.  
CLEARWATER, FLORIDA  
SHEET 2 OF 3 SHEETS

# HARBOR OAKS PLACE

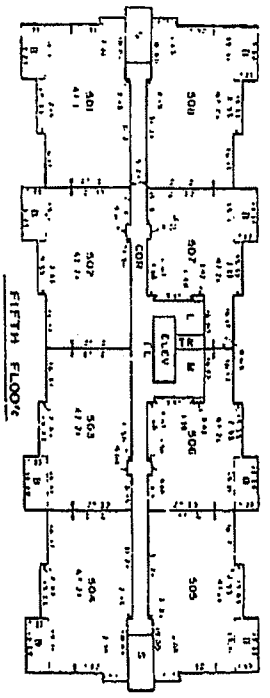
SECTION 16, TOWNSHIP 29S, RANGE 19E, PINELLAS COUNTY, FLORIDA



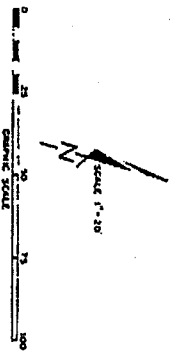
SEVENTH FLOOR



SIXTH FLOOR



FIFTH FLOOR



- LEGEND**
- B - BALCONY
  - CL - CLOSET
  - CLT - ELEVATOR LOBBY
  - CLV - ELEVATOR
  - L - LAUNDRY
  - ST - STAIRWAY
  - TR - TRASH

**CERTIFICATE**  
 I HEREBY CERTIFY THAT ON NOV. 19, 1972, I COMPLETED A SURVEY OF HARBOR OAKS PLACE, A CONDOMINIUM IN ACCORDANCE WITH THE FLORIDA CONDOMINIUM ACT, CHAPTER 718, F.S., AND THAT ALL DIMENSIONS REFER TO MEASUREMENTS OF DATA OBTAINED FROM THE SURVEY. ALL DIMENSIONS AND DISTANCES SHOWN ON SHEET 2 (TOWNSHIP) OF FLOORS AND DISTANCES ARE SHOWN ON SHEET 2

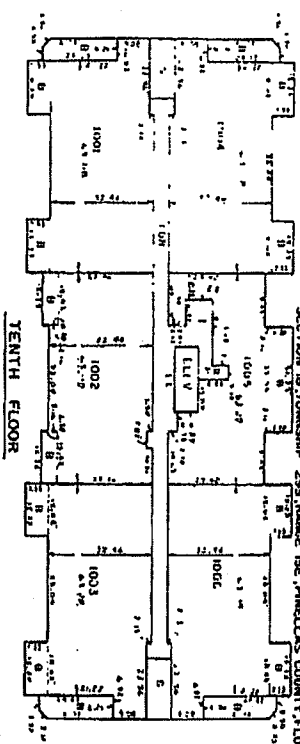
*Robert A. Smith*  
 REGISTERED SURVEYOR NO. 5014

THIS MAP WAS PREPARED BY THE SURVEYOR AND IS SUBJECT TO THE STATE OF FLORIDA PROFESSIONAL SURVEYING BOARD.

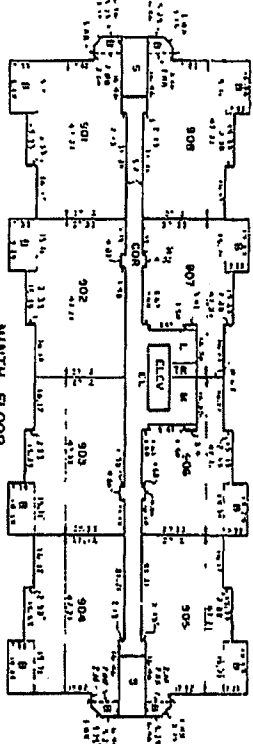
# HARBOR OAKS PLACE

SECTION 16, TOWNSHIP 29S, RANGE 18E, PINELLAS COUNTY, FLORIDA

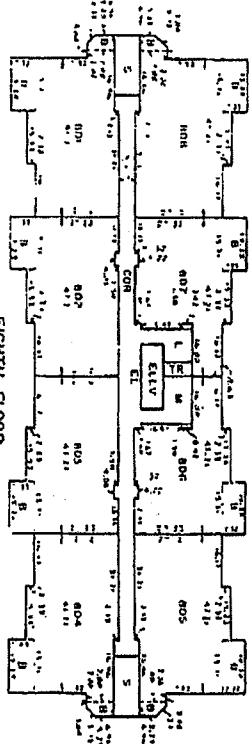
CONDOMINIUM



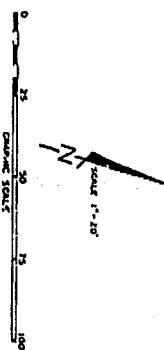
TENTH FLOOR



NINTH FLOOR



EIGHTH FLOOR



- LEADING
- B - BALCONY
- CON - CONDOMINIUM
- EL - ELEVATOR
- CL - CLUSTER
- S - STAIRS
- TR - TRASH

**CERTIFICATE**  
 I, JAMES EARLE TAYLOR, JR., COUNTY CLERK, A  
 MEMBER OF THE BOARD OF COUNTY COMMISSIONERS,  
 DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND  
 CORRECT COPY OF THE RECORDS OF THE  
 COUNTY CLERK'S OFFICE, PINELLAS COUNTY, FLORIDA,  
 AS OF THE DATE OF THIS CERTIFICATE.

*James Earle Taylor, Jr.*  
 COUNTY CLERK  
 PINELLAS COUNTY, FLORIDA

PREPARED BY  
 S. C. HARRIS & ASSOCIATES  
 1401 10TH AVENUE N.W.  
 ALBUQUERQUE, NEW MEXICO 87102

*70 units*

**DOCUMENT INDEX**  
**Harbor Oaks Place, Inc.**

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Harbor Oaks Place, a Condominium  
Condominium Book 14, Page 21 / Pinellas County

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Documents Screened 5/24/07

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- Article XII, Section 1 Re: Assessments; \$10.00 Late Fee & Interest

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- Article XX Renumbered to Article XXIII
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- Article III, Section of Bylaws 10 Re: Proxies

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- Article XVII, Section 14 Re: Balcony Coverings

Certificate of Amendment to Amended Declaration Dated 2/20/02  
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- Article XVII, Section 14 Re: Hardwood Flooring

CONDOMINIUM PLATS PERTAINING HERETO ARE ORIGINALLY FILED IN CONDOMINIUM PLAT BOOK 14, PAGES 21 thru 25. AMENDED IN CONDOMINIUM PLAT BOOK 12, PAGES 83 thru 87.

PREPARED BY AND RETURN TO:  
Joseph R. Cianfrone, Esq.  
Joseph R. Cianfrone, P.A.  
1968 Bayshore Boulevard  
Dunedin, FL 34698

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

9A040295 02-26-2002 14:14:03 PAH  
51 AFF-HARBOR OAKS PLACE  
006285  
IN:02075041 BK:11857 SPG:0450 EPG:0452  
RECORDING 003 PAGES 1 \$15.00

TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00  
BY \_\_\_\_\_ DEPUTY CLERK

02-075041 FEB-26-2002 2:14pm  
PINELLAS CO BK 11857 PG 450

CERTIFICATE OF AMENDMENT  
TO  
AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE,  
A Condominium

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 16, 2002 by a vote of not less than seventy-five percent (75%) of the total vote of the voting members of the Association and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Amended Declaration of Condominium for Harbor Oaks Place as originally recorded in O.R. Book 4032, Page 1295, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Amended Declaration of Condominium of Harbor Oaks Place is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended Declaration of Condominium of Harbor Oaks Place."

IN WITNESS WHEREOF, Harbor Oaks Place has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 02<sup>nd</sup> day of Feb., 2002.

HARBOR OAKS PLACE, INC.

(Corporate Seal)

ATTEST:

Candace  
Secretary

PAGES 3 By: \_\_\_\_\_  
ACCT \_\_\_\_\_  
REC 154  
DR219 \_\_\_\_\_  
CS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTR \_\_\_\_\_  
INC \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 154  
- CK BAL \_\_\_\_\_  
CHG AMT \_\_\_\_\_

David E. Williams  
President

STATE OF FLORIDA  
COUNTY OF PINELLAS

PINELLAS COUNTY FLA.  
OFF. REC. BK 11857 PG 451

On this 20<sup>th</sup> day of Feb., 2002, personally appeared before me David E. Williams, President, and Carol Heit, Secretary, of HARBOR OAKS PLACE, INC. and acknowledged the execution of this instrument for the purposes herein expressed.

Anna Marie E. Wells  
NOTARY PUBLIC

My Commission Expires:



ID - FL. Dr. Lic .

SCHEDULE OF AMENDMENTS  
TO  
AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE,  
A Condominium

ADDITIONS ARE UNDERLINED.  
DELETIONS ARE STRICKEN THROUGH.

1. Article XVII, Section 14 of the Amended Declaration of Condominium is amended to read as follows:

Section 14. Effective January 18, 1996, the installation of new carpeting and the replacement of old carpeting on balconies is prohibited. Ceramic tile may be used on balconies with the provision that a suitable sealant is used before the tile is laid and that the grout is sealed after the tile is installed.

In an attempt to minimize the transmission of sound to surrounding units, ceramic tile, wood or any other hard floor covering may only be installed within a unit with approved sound-deadening underlayment. The Board of Directors shall adopt specifications for sound-deadening underlayment to be installed in conjunction with any hard-floor coverings, such as ceramic tile or wood. A unit owner must receive written approval from the Board of Directors prior to the installation of any hard-floor covering(s).

The unit owner of any unit which has ceramic tile, wood or other hard-floor covering at the time of adoption of this provision, must notify the Association, in writing, within 21 days for the hard-floor covering to be grandfathered and not subject to the foregoing provision. The notification to the Association of any hard-floor covering, as required herein, shall specify the room(s) where the hard-floor covering is located, in detail, accompanied by an appropriate sketch. The Association may verify the existence of such hard-floor covering.

EXHIBIT "A"



REC 10.50  
 DE \_\_\_\_\_  
 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 MTF \_\_\_\_\_  
 P/C \_\_\_\_\_  
 REV \_\_\_\_\_  
 TOTAL 10.50  
 706

INST # 96-046405  
 FEB 21, 1996 12:31PM

RETURN TO: ✓  
 RAYBURN, LERNER  
 1968 BAYSHORE BLVD.  
 DUNEDIN, FL 34698

PINELLAS COUNTY FLA.  
 OFF. REC. BK 9253 PG 2318

CERTIFICATE OF AMENDMENT  
 TO  
 DECLARATION OF CONDOMINIUM  
 OF  
 HARBOR OAKS PLACE, INC.

Condominium Plats pertaining hereto are  
 originally filed in Condominium Plat Book  
 12, Pages 83 through 87. Amended in  
 Condominium Plat Book 14, Pages 21 through 25.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the  
 members on Jan. 17, 1996, by a vote of not less than  
 seventy-five percent (75%) of the total vote of the voting members  
 of the Association and after the unanimous adoption of a resolution  
 proposing said amendments by the Board of Administration, the  
 Declaration of Condominium for Harbor Oaks Place, Inc. as  
 originally recorded in O.R. Book 4032, Page 1295, et seq., in the  
 Public Records of Pinellas County, Florida, be, and the same is  
 hereby amended as follows:

"The Declaration of Condominium of Harbor Oaks  
 Place, Inc. is hereby amended in accordance  
 with Exhibit "A" attached hereto and entitled  
 "Schedule of Amendments to Declaration of  
 Condominium."

IN WITNESS WHEREOF, Harbor Oaks Place, Inc., has caused this  
 Certificate of Amendment to be executed in accordance with the  
 authority hereinabove expressed this 7 day of Feb,  
 1996.

HARBOR OAKS PLACE, INC.

(Corporate Seal)

By: Donald J. Roy  
 President

ATTEST:  
Seinan K. Hood  
 Secretary

FLORIDA SHORT-FORM CORPORATE ACKNOWLEDGMENT (F.S. 695.25)

No. 5182

STATE OF FLORIDA  
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this FEBRUARY 7, 1996  
 by DONALD J. ROY, PRESIDENT & SEINAN K. HOOD, SECRETARY  
 of HARBOR OAKS PLACE, INC.  
 a FLORIDA corporation, on behalf of the corporation. He/she is  
 personally known to me or has produced \_\_\_\_\_  
 as identification and did (did not) take an oath.

DELORES B. MOORE  
 NOTARY PUBLIC, STATE OF FLORIDA  
 MY COMM. EXP. AUG. 18, 1998  
 COMM. # CG 466630

Deborah B. Moore Notary Public, Commission No. 466630  
DELORES B. MOORE (Name of Notary typed, printed or stamped)

(SEAL ABOVE)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.  
 THIS CERTIFICATE  
 MUST BE ATTACHED  
 TO THE DOCUMENT  
 DESCRIBED AT RIGHT:

Title or Type of Document CERTIFICATE OF AMENDMENT TO DECLARATION  
 OF CONDOMINIUM  
 Number of Pages 1 Date of Document FEBRUARY 7, 1996  
 Signer(s) Other than Named Above \_\_\_\_\_

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
HARBOR OAKS PLACE, INC.

1. Article XVII of the Declaration is amended to add a new Section 14, to read as follows:

"Section 14. Effective January 18, 1996, the installation of new carpeting and the replacement of old carpeting on balconies is prohibited. Ceramic tile may be used on balconies with the exception that a rubber mat may be used before the tile is laid and the mat is removed after the tile is installed."

9C247193	COS	02-21-1996	11:50:12
01	CTF-HARBOR OAKS		
RECORDING	1		\$10.50
	TOTAL:		\$10.50
	CHECK AMT. TENDERED:		\$10.50
	CHANGE:		\$ 0.00

01 RECORDING  
 REC/0.50  
 DS \_\_\_\_\_  
 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 MTF \_\_\_\_\_  
 P/C \_\_\_\_\_  
 REV \_\_\_\_\_  
 TOTAL 10.50

INST # 92-220915  
 JULY 30, 1992 5:15PM

PINELLAS COUNTY FLA.  
 OFF. REC. BK 7984 PG 1599

**CERTIFICATE OF AMENDMENT**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**HARBOR OAKS PLACE**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 18, 1978, by a vote of not less than seventy-five (75%) of the votes of the entire membership of the Association and after the unanimous adoption of a resolution proposing said amendment by the Board of Administration, the Declaration of Condominium for Harbor Oaks Place as originally recorded in O.R. Book 4032, Page 1295, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of Harbor Oaks Place is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, Harbor Oaks Place, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23rd day of July, 1992.

HARBOR OAKS PLACE, INC.

(Corporate Seal)

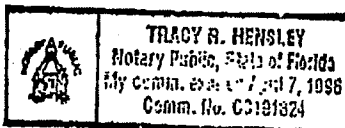
By: Robert R. Pomeroy  
 President

ATTEST:

Elinor K. Hoon  
 Secretary

STATE OF FLORIDA  
 COUNTY OF PINELLAS

On this 23 day of July, 1992, personally appeared before me Robert R. Pomeroy, President, and Elinor K. Hoon, Secretary of Harbor Oaks Place, Inc., and who are personally known to me or who produced personally known as identification and who did take an oath.



Tracy R. Hensley  
 NOTARY PUBLIC

Condominium Plats pertaining hereto are originally filed in Condominium Plat Book 12, Pages 83 through 87. Amended in Condominium Plat Book 14, Pages 21 through 25.

KARLEEN F. DEBLAKER, CLERK  
 RECORD VERIFIED BY: D

24244427 JAR 07-30-92 16:54:24  
 01 CTF-  
 RECORDING 1 \$10.50

TOTAL: \$10.50  
 CHECK AMT. TENDERED: \$10.50  
 CHANGE: \$0.00

RET-LAWA RAYBURN BLVD  
 1968- BAYSHORE  
 DUNEDIN FLA 34698

SCHEDULE OF AMENDMENTS  
TO  
BYLAWS OF HARBOR OAKS PLACE, INC.

1. The Bylaws of Harbor Oaks Place, Inc. at Article III, Section 10, are amended as follows:

"Section 10. Proxies. A member may appoint any other member or any owner of an interest in any condominium parcel as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting, except where a proxy's appointment is contained in a long term lease recorded in the Public Records of Pinellas County, Florida. No person may vote more than three (3) proxies where the decision how the vote is to be cast is made by the proxy holder but the Secretary may vote any number of proxies where the Association member giving the proxy specifically instructs the way the vote is to be cast. A proxy submitted to a Director will be voted "For" on the questions submitted unless you indicate otherwise."

PINELLAS COUNTY FLA.  
INST # 91-026624

\*\*\* OFFICIAL RECORDS \*\*\*  
BOOK 7482 PAGE 1965

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE, A CONDOMINIUM

JI RECORDING  
REC 19.50  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_

TOTAL 19.50

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 16, 1991, by a vote of not less than 75% of the total vote of the voting members of the Association and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for HARBOR OAKS PLACE, A CONDOMINIUM as originally recorded in O.R. Book 4032, Page 1295, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of HARBOR OAKS PLACE, A CONDOMINIUM is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

IN WITNESS WHEREOF, HARBOR OAKS PLACE, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 29th day of January, 1991.

HARBOR OAKS PLACE, INC.

(Corporate Seal)

By: Robert R. Pomeroy  
President

ATTEST:

Elinor K. Hoon  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 29th day of January, 1991, personally appeared before me Robert R. Pomeroy, President, and Elinor K. Hoon, Secretary of HARBOR OAKS PLACE, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Manas F. M...  
Notary Public  
NOTARY PUBLIC STATE OF FLORIDA  
2611 Bayshore Blvd. St. Petersburg, FL 33706  
09:09:43

RETURN TO:

Instrument Prepared By:  
LAURA J. RAYBURN, P.A.  
1968 Bayshore Blvd.  
Dunedin, FL 34698

RECORDING

\$19.50

TOTAL: \$19.50  
CHECK AMT. TENDERED: \$19.50  
CHANGE: \$0.00

KARLEEN F. DEBLAKER, CLERK  
JAN 31, 1991 10:25AM

CONDOMINIUM FLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM FLAT BOOK 12, PAGE 83.

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE, A CONDOMINIUM

1. Paragraph XX of the Declaration of Condominium is amended to renumber said paragraph to be paragraph XXIII.
2. Paragraph XXI of the Declaration of Condominium is amended to renumber said paragraph to be paragraph XXIV.
3. The Declaration of Condominium is amended to add a new paragraph XX, as follows:

"XX.

Boundaries

Each unit shall include that part of the building containing the unit that lies within these limits:

Section 1. The upper and lower limits of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundary--the horizontal planes of the undecorated finished ceiling.
- (b) Lower Boundary--the horizontal planes of the undecorated finished floor.

Section 2. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to an intersection with each other and with the upper and lower boundaries, including any balcony area(s) serving the unit as indicated on the condominium plat."

4. The Declaration of Condominium is amended to add a new paragraph XXI, as follows:

"XXI.

Maintenance

Responsibility for the maintenance of the condominium property shall be as follows:

Section 1. Units.

- (a) By the Association. The Association shall maintain and replace at the Association's expense:
- (1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to, load bearing columns, load bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e. gas, electric power, cold water and sewer disposal) which are contained in the portion of the condominium building maintained by the Association, and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.
  - (2) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association, except for owner-installed decorations, wall coverings, rugs, etc. which cannot be removed and replaced without damage even with reasonable care.
  - (3) The painting of all exterior walls, including balconies appurtenant thereto, including railings and metal trim, and the caulking of all exterior cracks and joints on these balconies and walls.
- (b) By the unit owner. The responsibility of the owner shall be as follows:
- (1) To maintain, repair and replace at his expense all portions of his unit, including all non-supporting walls and additions, except the portions to be maintained, repaired and replaced by the Association. Included, but not limited to, are windows, screens and glass, kitchen equipment, doors, airflow ducts, heating and air conditioning equipment, hot water heater, unit plumbing and cut-off valves, carpeting and other contents of the unit.
  - (2) Not to paint, display signs, or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including but not limited to balconies, except as otherwise noted in Section 11 of Paragraph XVII of this Declaration.

- (3) Not to make any alterations to his unit which would remove any portion of, or make any additions to common elements or do anything which would adversely affect the safety or soundness of the common elements or any portion of the condominium property which is to be maintained by the Association.
- (4) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

Section 2. Common Elements. The maintenance and operation of all common elements shall be the responsibility and expense of the Association."

5. The Declaration of Condominium is amended to add a new paragraph XXII, as follows:

"XXII.

**Alterations and Additions**

After the completion of initial additions included in the common elements which are contemplated by this Declaration, there shall be no material alteration or substantial additions to the common elements not approved in advance at a meeting called and noticed in accordance with the By-Laws by an affirmative vote of seventy-five percent of all the owners. However, the approval requirements of other paragraphs of this Declaration must be observed where applicable."



PINELLAS COUNTY FLA.  
INST # 90-035463

\*\*\* OFFICIAL RECORDS \*\*\*  
BOOK 7194 PAGE 1790

01 RECORDING  
REC 10.50  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 10.50 ea

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 17, 1990, by a vote of not less than 75% of the unit owners present and voting and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for HARBOR OAKS PLACE, A CONDOMINIUM as originally recorded in O.R. Book 4032, Page 1295, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of HARBOR OAKS PLACE, A CONDOMINIUM is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

IN WITNESS WHEREOF, HARBOR OAKS PLACE, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 7th day of February, 1990.

HARBOR OAKS PLACE, INC.

(Corporate Seal)

By: Robert R. Pomeroy  
President

ATTEST:

Elinor K. Hoon  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 7th day of February, 1990, personally appeared before me Robert R. Pomeroy, President, and Elinor K. Hoon, Secretary of HARBOR OAKS PLACE, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Jacqueline Eodder  
Notary Public



Prepared by: LAURA RAYBURN  
Address: 1968 Bayshore Blvd.  
Dunedin, FLA 34626

NOTARY PUBLIC, State of Florida  
My Commission Expires September 19, 1992

RETURN TO: Robert L. Smalley  
30 Turner St. Apt-405  
Clearwater, FLA 34616  
KARLEEN F. NEBLAKER, CLERK  
FEB 8, 1990 11:39AM

85-71  
21-25  
PAGES  
12  
14  
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
HARBOR OAKS PLACE, A CONDOMINIUM

1. Article XII, Section 1 of the Declaration of  
Condominium is amended to read as follows:

"Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraphs VI and VII hereof. Assessment payments, not received by the Association by the published deadline date, shall be fined a \$10.00 late fee. All such assessments, including reasonable attorney's fees and other costs of collecting same, together with interest at the highest rate allowed by law, shall be secured by a lien against the condominium parcel against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration. Said lien shall date back to the date of the Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, ~~except that said lien shall be subordinate and inferior to that of any institutional first mortgage.~~ except that said lien shall be subordinate and inferior to that of any institutional first mortgage."

RECORDING 1 \$10.50  
TOTAL: \$10.50  
CASH AMT. TENDERED: \$20.00  
CHANGE: \$9.50

CI RECORDING  
 REC 15.00  
 DE  
 INT  
 FEE  
 MFR  
 R/R  
 R/W  
 TOTAL 15.00 ll

89078061 OR6968PG0004

**CERTIFICATE OF AMENDMENT  
 TO  
 AMENDED  
 DECLARATION OF CONDOMINIUM  
 OF  
 HARBOR OAKS PLACE, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 29, 1989, by a vote of not less than 75% of the unit owners present and voting and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Amended Declaration of Condominium for HARBOR OAKS PLACE, A CONDOMINIUM as originally recorded in O.R. Book 4032, Page 1295, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of HARBOR OAKS PLACE, A CONDOMINIUM is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

IN WITNESS WHEREOF, HARBOR OAKS PLACE, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 31st day of March, 1989.

HARBOR OAKS PLACE, INC.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 14 PAGES 21-25



KAREN L. B...  
 CLERK OF CIRCUIT COURT  
 PINELLAS COUNTY, FLA.

By: [Signature]  
 President

ATTEST:  
Elinor K. Hoon  
 Secretary

15080461 RMH 03-31-89 12:11:40  
 01  
 RECORDING 1 \$15.00  
 TOTAL \$15.00  
 CASH AMT. TENDERED: \$20.00  
 CHANGE: \$5.00

STATE OF FLORIDA  
 COUNTY OF PINELLAS

On this 31st day of March, 1989, personally appeared before me Robert R. Pomeroy, President, and Elinor K. Hoon, Secretary of HARBOR OAKS PLACE, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

[Signature]  
 Notary Public

My Commission Expires: NOTARY PUBLIC, State Of Florida  
 My Commission Expires August 2nd, 1992



Robert L. Smalley  
 30 TRAVER ST. APT-403  
 CLEARWATER, Florida 34616

Prepared by: LAURA J. RABURN, P.A.  
 Address: 1968 BAYSHORE Blvd.  
Dunedin, Florida 34628

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
HARBOR OAKS PLACE, A CONDOMINIUM

1. Article XVII of the Declaration of Condominium is amended by adding a new Section 13 to read as follows (New Provision. Amendment does not change present text):

Section 13. After September 13, 1988, each unit which is sold, leased or rented shall be permanently occupied by at least one person fifty-five (55) years of age or older, and by no persons under the age of eighteen (18). Persons shall be considered to be permanently occupying a unit when they make such unit their place of residence for more than ninety (90) consecutive days in any annual period. Units which are involuntarily transferred, such as by inheritance or mortgage foreclosure, may be permanently occupied by persons under the age of fifty-five (55), but over the age of eighteen (18), so long as at least eighty percent (80%) of the units occupied since September 13, 1988 have at least one permanent occupant fifty-five (55) years of age or older."

2. Article XVIII, Section 1 is amended to read as follows:

"Section 1. Sales. Prior to the sale or transfer of a condominium parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale, together with other pertinent information on the application form provided, to the Board of Directors for their ~~its~~ approval, or disapproval, which shall be given within thirty (30) days ~~from~~ the date of this submission of the contract of sale. Approval shall be contingent upon inclusion in the contract and application form of language and information insuring compliance with this Declaration, the Articles of Incorporation, the By-Laws of the Association, the Condominium Act, and approved rules, regulations and guidelines of the Association. If approved, the approval of the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If no action is taken within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors.

If the transfer be disapproved, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale. such disapproval shall cite specifically the grounds for such action. If the Directors fail to exercise their option to purchase within said thirty (30) day period, then the members shall be free to sell and convey to the intended purchaser. disapproval is based on failure to establish the proof of compliance cited above, no further action by the Board of Directors is

EXHIBIT "A"

required unless the seller submits amended or additional documentation establishing compliance. If disapproval is for other reasons, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale. If the Directors fail to act exercise their option to purchase within thirty (30) days as above provided or fail to exercise their option within thirty (30) days as herein provided, they shall furnish a certificate to that effect in form recordable in the Public Records of Pinellas County, Florida.

The provisions of this Section shall not be applicable to any sale made by the undersigned, to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or by voluntary acceptance of a transfer of title in lieu of such foreclosure, to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage. However, purchasers acquiring title in such foreclosure proceedings or by sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage must submit to the Board of Directors similar proof insuring compliance with the official documents, rules, regulations and guidelines of the Association before becoming a permanent resident of Harbor Oaks Place."

89031342

OR6932PG1374

AMENDED  
DECLARATION OF CONDOMINIUM  
1989-07-07

AMENDMENT TO THE  
AMENDED  
DECLARATION OF CONDOMINIUM

OF	15069267 RMH 02-07-89	11:32:40
HARBOR OAKS PLACE	01	
A Condominium	RECORDING	1 \$6.00
	TOTAL:	\$6.00
	CASH AMT. TENDERED:	\$20.00
	CHANGE:	\$14.00

The following amendment to the Amended Declaration of Condominium for HARBOR OAKS PLACE, A CONDOMINIUM, recorded in O.R. Book 4032, at page 1295, et sq, Public Records of Pinellas County, Florida is effective from the date of recordation of this amending instrument. The amendment was approved under authority of Paragraph IX, Section 1 of the foregoing cited Amended Declaration of Condominium at the regular annual meeting of unit owners on January 18, 1989. The amendment was approved by an affirmative vote exceeding seventy-five per cent of the unit owners present and voting as prescribed by Paragraph IX, Section 1 of the foregoing cited Amended Declaration of Condominium.

Amendment to Paragraph XVII, Restrictions:

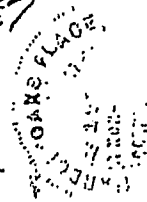
Add Section 12. No one person or entity (immediate family members or organization) shall own more than two (2) apartments at Harbor Oaks Place at one time.

HARBOR OAKS PLACE, INC.

By Robert R. Pomeroy  
Robert R. Pomeroy - President

Attest:

Elinor K. Hoon  
Elinor K. Hoon - Secretary



STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 3rd day of February, 1989, by Robert R. Pomeroy, President, and Elinor K. Hoon, Secretary respectively of HARBOR OAKS PLACE, Inc., on behalf of said corporation.

Patricia Cobb Braun



NOTARY PUBLIC, State of Florida  
My Commission Expires June 13, 1992

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 12 PAGES 83

6.00  
TOTAL 6.00

Robert L. Smalley  
30 Turner St. Apt-103  
Clearwater, Florida 34616

87050757

O.R. 6437 PAGE 625

Amendment to Paragraph XVIII  
Transfer of Condominium Parcels

Page 13. Delete Section 2 Leasing, and Amendment thereto dated  
16 February 1981, and substitute the following:

Section 2, Leasing. No unit shall be leased or rented by the  
respective unit owner thereof for transit or hotel purposes, which  
are hereby defined as (a) rentals for less than twelve (12) months,  
or (b) rentals where the occupants of the unit are to be provided  
services, such as room service for food and beverage, maid service,  
furnishing of laundry and linens, and bellboy services. All leases  
or rentals are to be for a period of twelve (12) months, but renewal(s)  
or extension(s) of lease or rental are allowed for periods not to  
exceed twelve (12) months. Prior to the lease, rental, renewal or  
extension of lease or rental of a Condominium parcel, the member  
desiring to lease, rent, renew or extend shall first submit the name  
of the proposed occupant(s) with other pertinent information on the  
application form provided and a copy of the lease, rental, renewal or  
extension contract to the Board of Directors for its approval or  
disapproval. Such approval or disapproval shall be given within  
thirty (30) days from the date of submission of the application with  
the accompanying contract. Approval shall be contingent upon inclusion  
in the contract of language insuring compliance with this Declaration,  
the Articles of Incorporation, the By-Laws of the Association, the  
Condominium Act, and approved rules, regulations and guidelines of the  
Association. Disapproval shall cite specifically the grounds for such  
action. Other than for the foregoing, the owner or owners of the  
respective units shall have the right to lease same.

HARBOR OAKS PLACE, INC.

*Karl W. DeBlaker*

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

MAR 2 1 02 PM '87

By *Robert R. Pomeroy*  
Robert R. Pomeroy  
President

Attest:

*Elinor K. Hoon*  
Elinor K. Hoon - Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

15 15870422 40 1. 02MCB7  
40 5.00  
TOTAL 5.00 CASH

The foregoing instrument was acknowledged before me this 13 day  
of February, 1987, by Robert R. Pomeroy, President, and Elinor K. Hoon,  
Secretary respectively of HARBOR OAKS PLACE, INC. on behalf of said  
corporation.

NOTARY PUBLIC, State of Florida  
My Commission Expires August 5th, 1990.

*Antonia J. Turner*  
Notary Public

My commission expires:

40 Rec 5.00  
41 DS \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot 5.00 *CH*

att: Robert Pomeroy  
Return Harbor Oaks Place  
30 Turner St  
Clearwater 33516

81024374

O.R. 5150 PAGE 523

AMENDMENTS TO THE

AMENDED

DECLARATION OF CONDOMINIUM

OF

HARBOR OAKS PLACE  
A Condominium

	Cash	1 Ldg
49	Rec	7.00
41	DS	
43	Int	
Tot		7.00

14	14961491	72	0001.	17F881
		40		7.00
				7.00 CA

CONDOMINIUM PLATS PERTAINING HERETO ARE ORIGINALLY FILED IN CONDOMINIUM PLAT BOOK 12, PAGES 21 THRU 25. AMENDED IN CONDOMINIUM PLAT BOOK 14, PAGES 83 THRU 87.

The following amendments to the Amended Declaration of Condominium for HARBOR OAKS PLACE, A CONDOMINIUM, recorded in O.R. Book 4032, at page 1295, et sq, Public Records of Pinellas County, Florida is effective from the date of recordation of this amending instrument. The amendments were approved under authority of Paragraph IX, Section 1 of the foregoing cited Amended Declaration of Condominium at the regular annual meeting of unit owners on January 21, 1981. The amendments were approved by an affirmative vote exceeding seventy-five per cent of the unit owners present and voting as prescribed by Paragraph IX, Section 1 of the foregoing cited Amended Declaration of Condominium.

Amendment to Paragraph III, Section 9,  
Voting

Section 9. Amended by adding the following:

In the case of any apartment owned by the Association, Harbor Oaks Place, Inc., voting rights will be exercised only in the case of a tie or in cases where the vote would be decisive, said vote to be cast in accord with a majority vote of members of the Board of Directors present and voting.

Amendment to Paragraph IV Number and  
Qualification

Section 1a. Amended by adding the following:

Vacancies of the Board of Directors occurring between Annual Meeting of the Association may remain vacant or be filled by election of a replacement or replacements by the Board of Directors at a meeting of the Board of Directors called for that purpose or at a Special Meeting of the Association called for that purpose in accordance with Paragraph III, Section 4 of these Bylaws.

*Mr. Carter*  
*285-6-644*  
*Abbe*

RECORDED  
PINELLAS COUNTY, FLORIDA  
*John St. ...*  
CLERK CIRCUIT COURT  
FEB 17 2 27 PM '81



Amendment to Paragraph XVII,  
Restrictions

Section 10, (Page 11) Amended by adding the following: In addition, except for the family of members of record of the Association as of February 1, 1981, no individual who has not attained his or her eighteenth birthday may become a permanent resident of Harbor Oaks Place subsequent to February 1, 1981.

Amendment to Paragraph XVIII,  
Transfer of Condominium Parcels

Page 13. Amended by adding the following:

Prior to the lease or rental of a Condominium parcel, the member desiring to lease or rent shall first submit the name of the proposed occupant(s) with other pertinent information on the application form provided and a copy of the lease or rental contract to the Board of Directors for its approval or disapproval. Such approval or disapproval shall be given within thirty (30) days from the date of the submission of the application to lease or rent with the accompanying contract. Approval shall be contingent upon inclusion in the contract of language insuring compliance with this Declaration, the Articles of Incorporation, the Bylaws of the Association, the Condominium Act and approved rules, regulations and guidelines of the Association. Disapproval shall cite specifically the grounds for such action.

HARBOR OAKS PLACE, INC.

By Donald J. Roy  
Donald J. Roy  
President

Attest:

Evelyn L. Figush  
Evelyn L. Figush-Secretary

STATE OF FLORIDA }  
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 1981, by Donald J. Roy, President, and Evelyn L. Figush, Secretary respectively of HARBOR OAKS PLACE, INC. on behalf of said corporation.

Charles J. Cochran  
Notary Public

My commission expires:

FEB 11 1982

AMENDMENT TO THE  
AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE  
A Condominium

The following amendment to the Amended Declaration of Condominium for HARBOR OAKS PLACE, A CONDOMINIUM, recorded in O.R. Book 4032, at page 1295, et sq, Public Records of Pinellas County, Florida is effective from the date of recordation of this amending instrument. The amendment was approved under authority of Paragraph IX, Section 1 of the foregoing cited Amended Declaration of Condominium at the regular annual meeting of unit owners on January 16, 1980. The amendment was approved by an affirmative vote exceeding seventy-five per cent of the unit owners present and voting as prescribed by Paragraph IX, Section 1 of the foregoing cited Amended Declaration of Condominium.

Amendment to Paragraph XVII, Restrictions:

Section 11. No unit owner(s) shall cause or permit any alteration, change, or addition to his or her (their) unit which in any way alters, changes, or modifies the original structural design, silhouette, configuration, or color scheme of the building exterior. Not prohibited is the appropriate display of the flag or appropriate seasonal decorations using temporary fastening devices.

HARBOR OAKS PLACE, INC.

By Mack J. McCaughey  
Mack J. McCaughey - President

Attest:

Donald J. Roy  
Donald J. Roy - Secretary

01 Cash 11 Chg  
40 Prc 4.00  
41 US \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot 4.00 ON

15015293962 70 0001. 30JARD  
40 4.00  
4.00 CA

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

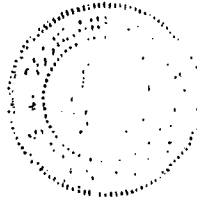
The foregoing instrument was acknowledged before me this 28th day of January, 1980, by Mack J. McCaughey, President, and Donald J. Roy, Secretary respectively of HARBOR OAKS PLACE, Inc., on behalf of said corporation.

Phillip J. Cook  
Notary Public

My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 27, 1982  
Bonded By American Life & Casualty Company

Claude L. Crawford  
Apt 608 - 30 Turner St.  
Clearwater, Fla. 33576

JAN 30 10 12 AM '80  
CLERK CIRCUIT COURT  
Pinellas County, Florida



MAY 23 12 24 PM '73

AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
HARBOR OAKS PLACE,  
A Condominium

I.

Submission Statement

The undersigned hereby submits the condominium property,  
hereinafter described, to condominium ownership.

II.

Name

The name by which this condominium is to be identified  
is HARBOR OAKS PLACE, A Condominium.

III.

Legal Description

Being the Easterly part of Block 10  
of J. K. Cass as recorded in Plat Book  
10, Page 39 of the Public Records of  
Pinellas County, Florida, and being  
described as follows: For a P.O.B.  
begin at the N.E. corner of said Block  
10, thence S 39°53'57" W along its  
North boundary (same being also the  
South boundary of Rogers Street), 252.27';  
thence S 20°32'54" W, 309.66' to the  
North boundary of Turner Street; thence  
E 89°58'31" along the said North  
boundary 361.81' to the S.E. corner of  
said Block 10; thence N 00°10'03" W  
along the West boundary of Orange  
Avenue, 290.25' to the P.O.B.

IV.

Identification of Units

The units of this Condominium are identified by number  
shown on Exhibit "A" attached hereto and incorporated herein.  
(Amended Condominium Plat pertaining hereto recorded in  
Condominium Plat Book 14, Pages 21, 22, 23, 24 and 25.)

The original Declaration of Condominium is being amended herewith  
and is being refiled in order to correct surveyor's misnumbering  
of the condominium units.

RETURN TO:

This instrument prepared by: John D. Fite  
SHERIDAN, H. & CO., INC.  
REAL ESTATE ATTORNEYS, P.A.  
1332 KAS STREET  
CLEARWATER, FLORIDA 33716

## V.

Survey, Plot Plan, and Graphic  
Description of Improvements

All information required by Section 711.08 (e) of the Florida Statutes is contained in Exhibit "A" attached hereto and by reference incorporated herein.

## VI.

Percentage of Ownership of Common Elements

<u>Unit Number</u>	<u>% of Interest in Common Elements</u>
201	1.46
202	1.41
203	1.41
204	1.46
205	1.46
206	1.10
207	1.10
208	1.46
301	1.46
302	1.41
303	1.41
304	1.46
305	1.46
306	1.10
307	1.10
308	1.46
401	1.46
402	1.41
403	1.41
404	1.46
405	1.46
406	1.10
407	1.10
408	1.46
501	1.46
502	1.41
503	1.41
504	1.46
505	1.46
506	1.10
507	1.10
508	1.46
601	1.46
602	1.41
603	1.41
604	1.46
605	1.46
606	1.10
607	1.10
608	1.46
701	1.46
702	1.41
703	1.41

704	1.46
705	1.46
706	1.10
707	1.10
708	1.46
801	1.46
802	1.41
803	1.41
804	1.46
805	1.46
806	1.10
807	1.10
808	1.46
901	1.46
902	1.41
903	1.41
904	1.46
905	1.46
906	1.10
907	1.10
908	1.46
1001	2.27
1002	2.09
1003	2.27
1004	2.27
1005	1.95
1006	2.27

VII.

Common Expenses and Common Surplus

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, as designated in paragraph VI above.

VIII.

Voting Rights

Each Condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the bylaws of the Condominium Association.

IX.

Amendments

Section 1. Except as otherwise provided herein, this

Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the bylaws, by an affirmative vote of seventy-five per cent of the unit owners present and voting.

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of such amendment shall be required.

Section 3. All amendments shall be recorded as required by law.

Section 4. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration or of the bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel shall be effective without the joinder of said institutional mortgagee.

X.

Association

The name of the Association responsible for the operation of this condominium is HARBOR OAKS PLACE, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and by reference incorporated herein.

XI.

Bylaws

The bylaws of this condominium are set forth in Exhibit "C" attached hereto and by reference incorporated herein.

XII.

Assessments

Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraphs VI and VII hereof. All such assessments, including reasonable attorney's fees and other costs of collecting same, shall be secured by a lien against the condominium parcel against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner thereof which became due prior to acquisition of title by said mortgagee. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the

owners of condominium parcels, including such acquirer, his successors and assigns.

XIII.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of seventy-five per cent of the unit owners, as authorized and provided in paragraph XIV herein.

XIV.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, and their mortgagees as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mort-



gagees as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the building prepared by Watson & McElmurry, Architect, said plans being on file with the Building Department of the City of Clearwater, Pinellas County, Florida.

If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liabilities arising out of the use of the common elements, units and easements. Said policy shall be in an amount of not less than \$100,000 / \$300,000 personal injury, and \$25,000 property damage.

The Association further shall, if required by State

Laws, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense

XV.

Common Elements

The common elements shall remain undivided and no condominium unit owner shall bring any action for partitional division of the whole or any part thereof. The ordinary rights of tenants in common to partition, at common law or by statute, are expressly waived. No person claiming an interest in the common elements by any source whatever shall be entitled to possession or occupancy until and unless he is likewise vested of title to the condominium unit pursuant unto the provisions hereof. The common elements shall include within its meaning in addition to the items listed in the Florida Condominium Act, Section 711.06, the following terms:

1. An exclusive easement for the use of the air space occupied by the condominium building, as it exists at any particular time and as the same may lawfully be altered.
2. An undivided share of the condominium surplus.
3. Cross easements for egress and ingress, supports, maintenance, repairs, replacements and utilities.
4. Easements for encroachments by the perimeter walls, ceiling and floor surrounding each condominium unit caused by the settlement or movement of the building or by minor inaccuracies in the building or rebuilding which now exists or hereafter exists.

5. The land on which the building housing the units is located and the remaining lands included in the condominium parcel described above.

6. All parts of improvement on said land not located within the condominium unit.

7. An easement of support in every portion of the unit which contributes to the support of the unit.

8. All external walls of the units other than the internal surfaces thereof.

9. All stairways and external walks.

XVI.

Parking

The initial directors of the Association shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the Condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Upon the directors' having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of ninety per cent of the unit owners. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

XVII.

Restrictions

All unit owners in addition to any other obligation,

duty, right and limitation imposed upon them by this declaration, the Articles of Incorporation and Bylaws of the Association and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to wit:

Section 1. No unit shall be used for any purpose than for residential purposes.

Section 2. All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

Section 3. Except for name plates of uniform size and design approved by the Board of Directors, no unit owner shall cause any signs to be posted or affixed to any of the common elements or in any unit in which such sign may be seen from the common elements.

Section 4. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements, and shall be liable for damages therefor.

Section 5. All common hallways, balconies and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 6. No clothing, ladding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung over or on balconies.

Section 7. All garbage or trash shall be placed in

the disposal installations provided for such purposes by the Association.

Section 8. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 9. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M.; nor shall an occupant commit or permit any nuisance, immoral or illegal act in his unit or in the common elements;

Section 10. No one bedroom unit in the Condominium shall be permanently occupied by more than two individuals, and no two bedroom unit shall be permanently occupied at any time by more than four individuals, and no three bedroom unit shall be permanently occupied at any time by more than six individuals, except as otherwise provided herein.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the Condominium as is provided for in its Articles of Incorporation.

XVIII.

Transfer of Condominium Parcels

Section 1. Sales. Prior to the sale or transfer of a condominium parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval of the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If no action is taken within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors.

If the transfer be disapproved, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale. If the Directors fail to exercise their option to purchase within said thirty (30) day period, then the member shall be free to sell and convey to the intended purchaser. If the Directors fail to act within thirty (30) days as above provided or fail to exercise their option within thirty (30) days as herein provided, they shall furnish a certificate to that effect in form recordable in the Public Records of Pinellas County, Florida.

The provisions of this Section shall not be applicable to any sale made by the undersigned; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or

by voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

Section 2. Leasing. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than twelve (12) months, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same provided that all such leases are made subject to this Declaration, the Articles of Incorporation, and the bylaws of the Association, and the Condominium Act.

XIX.

Mortgages

An owner of a parcel may mortgage his parcel or any interest therein without the approval of the Association to a bank, life insurance company or federal savings and loan association. There shall be no other mortgagee except with the approval of the Association. Such approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

XX.

Initial Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected as

provided in the Articles of Incorporation and the bylaws of the Association are as follows:

Jo Ann C. East	Director	President
Roberta S. Hooper	Director	Vice President
Dorothy C. Hayward	Director	Secretary-Treasurer

XXI.

Restraint Upon Assignment

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

THIS AMENDED DECLARATION for the Creation and Establishment of HARBOR OAKS PLACE, A Condominium, including exhibits attached hereto, made and entered into and submitted this 23rd day of May, A.D. 1973.

Witnesses:

Jo Ann C. East  
Roberta S. Hooper

VIWAY, INC.

By Victor N. Kirby  
Victor N. Kirby  
Vice President

Attest: Margaret E. Kirby  
Margaret E. Kirby  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 23rd day of May, A.D. 1973, before me personally appeared VICTOR N. KIRBY and MARGARET E. KIRBY, Vice President and Secretary respectively of VIWAY, INC., a corporation under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Amended Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, A.D. 1973.

Jo Ann C. East  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
BY COM. #121493 (EX. 25, 1977)  
BONDED IN FLORIDA UNDER LICENSE #121493





# HARBOR OAKS PLACE

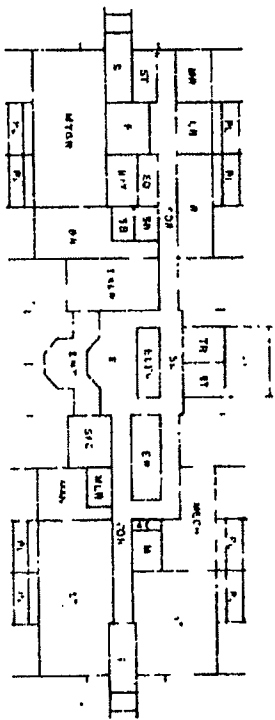
A CONDOMINIUM AS AMENDED

SECTION 18, TOWNSHIP 28S, RANGE 19E, PINELLAS COUNTY, FLORIDA

APARTMENT NUMBER	TYPE	No. of Units
1001, 1002, 1003, 1004	1 BATHROOM 2 BATH	2 27
1005	2 BATHROOM 2 BATH	1 53
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200	2 BATHROOM 2 BATH	44
201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300	2 BATHROOM 2 BATH	44
301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400	2 BATHROOM 2 BATH	44

ELEVATIONS

FLOOR	FLOOR ELEV.	CEILING ELEV.
1st	94.00	94.00
2nd	95.00	95.00
3rd	96.00	96.00
4th	97.00	97.00
5th	98.00	98.00
6th	99.00	99.00
7th	100.00	100.00
8th	101.00	101.00
9th	102.00	102.00
10th	103.00	103.00
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30th	123.00	123.00
31st	124.00	124.00
32nd	125.00	125.00
33rd	126.00	126.00
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100th	193.00	193.00



FIRST FLOOR

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  - 100 - BATH

DATE: 10/15/88  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1/8" = 1'-0"

CERTIFICATE  
 I HEREBY CERTIFY THAT THE ABOVE IS A COMPLETE  
 AND ACCURATE REPRESENTATION OF THE  
 FIRST FLOOR OF THE HARBOUR OAKS PLACE  
 CONDOMINIUM AS AMENDED, AND THAT THE  
 SAME IS IN ACCORDANCE WITH THE  
 REQUIREMENTS OF THE FLORIDA  
 CONDOMINIUM ACT, CHAPTER 718,  
 F.S., AND THE RULES AND REGULATIONS  
 THEREUNDER.



