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RECORDED  
PINELLAS CO. FLORIDA  
*Handwritten Signature*  
CLERK CIRCUIT COURT

73156931

D. I. 4101 PAGE 69

Nov 8 3 25 PM '73

DECLARATION OF CONDOMINIUM

OF

COVINGTON COURT, Mount Vernon and Hermitage,  
A Condominium,

CHEEZEM DEVELOPMENT CORPORATION, a Florida corporation, herein called "OWNERS", on behalf of themselves, their heirs, administrators, executors, successors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes 1963 as amended, known as the Condominium Act.

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

SEE ATTACHED ADDENDUM.

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

2. CONDOMINIUM NAME - This Condominium shall hereafter be known as COVINGTON COURT, Mount Vernon and Hermitage, a Condominium.

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

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

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

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

CONDOMINIUM PLATS PERTAINING HERETO St. Petersburg, Florida 33733  
ARE RECORDED IN CONDOMINIUM PLAT BOOK 16 Phone 347-1293

such apartment, which boundaries are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

one apartment, or to the common elements.

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

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

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

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

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

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

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

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

See Page 3A.

SHARE OF COMMON ELEMENTS  
APPURTENANT TO EACH APARTMENT

HERMITAGE  
APT. NO.

PERCENTAGE

101  
102  
103  
104  
201  
202  
203  
204

.01284  
-.00971  
-.00971  
-.01284  
-.01284  
-.00971  
-.00971  
-.01285

MOUNT VERNON  
APT. NO.

101  
102  
103  
104  
105  
106  
201  
202  
203  
204  
205  
206  
301  
302  
303  
304  
305  
306

.01284  
-.01284  
-.00971  
-.00971  
-.01284  
-.01284  
-.01284  
-.01284  
-.00971  
-.00971  
-.01284  
-.01284  
-.01284  
-.00971  
-.00971  
-.01284  
-.01284

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

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

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

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

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

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

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

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

maintenance and repair work as may be necessary.

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

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

Funds for the payment of the above and foregoing shall be assessed against the Condominium parcel owners as a common expense. In the event there is no management contract, then the association shall perform said services.

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

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

See Page 5A.

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

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

SHARE OF COMMON EXPENSES  
APPURTENANT TO EACH APARTMENT

U. L. 4101 PAGE 75

MONTICELLO APT. NO.		HYDE PARK APT. NO.	PERCENTAGE
101	.01284	101	.01284
102	.01284	102	.01284
103	.00971	103	.01284
104	.01284	104	.00971
105	.01284	105	.01284
106	.01284	106	.01284
107	.00971	107	.01284
108	.01284	201	.01284
109	.01284	202	.01284
201	.01284	203	.01284
202	.01284	204	.00971
203	.00971	205	.01284
204	.01284	206	.01284
205	.01284	207	.01284
206	.01284	301	.01284
207	.00971	302	.01284
208	.01284	303	.01284
209	.01284	304	.00971
301	.01284	305	.01284
302	.01284	306	.01284
303	.00971	307	.01284
304	.01284		
305	.01284		
306	.01284		
307	.00971		
308	.01284		
309	.01284		
401	.01284		
402	.01284		
403	.00971		
404	.01284		
405	.01284		
406	.01284		
407	.00971		
408	.01284		
409	.01284		

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

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

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

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

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

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

C. Liability - Notwithstanding the duty of the Association to maintain and repair the common elements, the Association, or its delegate or the Management Corporation, shall not be liable for injury or damage caused by any latent condition of the property, nor for injury or damage caused by the apartment owners or other persons.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

A. Transfers Subject to Approval -

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

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

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

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

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

1) Notice to Association -

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

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

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

2) Certificate of Approval -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. BOARD OF GOVERNORS - The Board of Governors of the Condominium Association, which shall consist of three persons who shall be owners of a Condominium parcel and/or owners of a leasehold estate having an original term of five (5) years or more, shall be elected in accordance with the provisions of the By-Laws, and shall serve for a period of one (1) year, provided that the first Board of Governors, notwithstanding such ownership of a Condominium parcel, shall consist of the following persons:

<u>NAME</u>	<u>ADDRESS</u>
CHARLES K. CHEEZEM	866 Placido Way N.E. St. Petersburg, Florida 33703
ALLEN C. HARPER	13914 80th Avenue North Seminole, Florida 33542
CAROL T. CHEEZEM	866 Placido Way N.E. St. Petersburg, Florida 33703

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

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

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

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

The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto, or whose grantor's title thereto, is or was acquired by

foreclosure, trustee's sale or otherwise.

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

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

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

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

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

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

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



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

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

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered into this 8th day of November, 1973.

Signed, sealed and delivered in the presence of:

Penny Simon  
Betty L. Perkins

CHEEZEM DEVELOPMENT CORPORATION

BY

Charles K. Cheezem  
President

Attest:

Allen C. Harper  
Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHARLES K. CHEEZEM and ALLEN C. HARPER, as President and Secretary respectively of CHEEZEM DEVELOPMENT CORPORATION, a Florida corporation,

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

WITNESS my hand and official seal at St. Petersburg, Florida, this 8 day of November, 1973.

Theresa S. Cheezem  
NOTARY PUBLIC  
My Commission expires: 11/1/76

## LEGAL DESCRIPTION

A portion of Lot 1, Block A, of NORTH ST. PETERSBURG PARKHILL AND CANNING REPLAT, as recorded in Plat Book 69, page 75, of the Public Records of Pinellas County, Florida: Being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet; thence run North  $00^{\circ}10'00''$  West a distance of 568.15 feet; thence run South  $89^{\circ}50'00''$  West a distance of 50.00 feet to the Point of Beginning; thence by a curve to the right having a radius of 20.00 feet, chord bearing South  $33^{\circ}39'03''$  West chord length of 22.26 feet run an arc distance of 23.61 feet to a point of tangency; thence run South  $67^{\circ}27'45''$  West a distance of 119.10 feet to a point of curvature; thence by a curve to the right having a radius of 20.00 feet, chord bearing North  $68^{\circ}33'14''$  West chord length of 27.78 feet run an arc distance of 30.70 feet to a point of reverse curvature; thence by a curve to the left having a radius of 1232.00 feet; a chord bearing of North  $27^{\circ}04'40''$  West a chord length of 107.67 feet run an arc distance of 107.70 feet; thence run North  $60^{\circ}00'00''$  East a distance of 54.43 feet; thence run North  $30^{\circ}00'00''$  West a distance of 85.00 feet; thence run North  $55^{\circ}00'00''$  East a distance of 116.00 feet, thence run South  $76^{\circ}00'00''$  East a distance of 100.00 feet; thence run South  $0^{\circ}10'00''$  East a distance of 185.02 feet to the Point of Beginning.

ADDENDUM

BY-LAWS

OF

COVINGTON COURT, Mount Vernon & Hermitage Association

1. OFFICE - The office of the Association shall be:  
6641 Central Avenue, St. Petersburg, Florida  
or as otherwise designated by the Board of  
Governors from time to time.
2. FISCAL YEAR - The fiscal year of the Association shall be  
the calendar year.
3. SEAL - The seal of the Association shall bear the name of  
the association, the word "Florida", and the words "Condominium  
Association", and the year of establishment.
4. MEMBERS AND VOTING - A member shall be the owner of a  
leasehold estate having an original term of ten (10) years or more  
of a Condominium parcel. In the event there is no owner of such  
leasehold estate for a Condominium parcel, then a member shall be  
the owner or owners in fee simple of such Condominium parcel. Each  
member shall be entitled to one vote for every Condominium parcel  
owned for the purpose of electing governors and for transacting  
any other business authorized to be transacted by the members;  
provided, however, that in no event shall there be more than one  
vote cast for each Condominium parcel, excepting when voting on  
amendments to the Declaration and By-Laws pursuant to paragraph  
15 of the Declaration of Condominium.
  - A. The Annual Members Meeting - shall be held at the  
office of the Association, at 10:00 A.M., Eastern Standard Time,  
on the first Monday in December of each year, or as otherwise  
designated during the month of December by proper notice to the  
members, given by the Chairman or Vice-Chairman, as set forth in  
sub-paragraph C hereof, for the purpose of electing governors after  
the expiration of the original term, as set forth in the Declaration  
of Condominium, and for transacting any other business authorized to  
be transacted by the members; provided, however, that if that day is  
a legal holiday, the meeting shall be held at the same hour on the  
next succeeding day. No such annual meeting shall be called until  
the expiration of the original term of the Board of Governors,  
excepting when necessary for other business authorized to be  
transacted by the members.
  - B. Special Members Meetings - shall be held whenever called  
by the Chairman, Vice-Chairman, or by a majority of the Board of  
Governors, and must be called by such officers upon receipt of a  
written request from one-third of the entire membership.
  - C. Notice of All Members' Meetings - stating the time  
and place, and the purpose for which the meeting is called, shall  
be given by the Chairman or Vice-Chairman, or Secretary, unless  
waived in writing. Such notice shall be in writing to each member  
as his address appears on the books for the Association, and shall  
be mailed not less than ten (10) days, nor more than sixty (60) days  
prior to the date of the meeting. Notice shall be sent by United States  
mail.
  - D. A Quorum at Members' Meetings - shall consist of per-  
sons entitled to cast a majority of the votes of the entire member-  
ship. The joinder of a member in the action of a meeting by signing  
and concurring in the minutes thereof shall constitute the presence  
of such member for the purpose of determining a quorum. When a  
quorum is present at any meeting, the holders of a majority of the  
voting rights, present in person or represented by written proxy,  
shall decide any question brought before the meeting, unless one

question is one upon which, by express provisions of the statutes, the Declaration of Condominium, or of the By-Laws, a different vote is required, in which case such expressed provision shall govern and control the decision.

E. The Vote of the Owners - of a Condominium Parcel owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the Condominium Parcel, and filed with the Secretary of the Association. If said Condominium Parcel is owned by a corporation, or other entity, then the vote shall be cast by the person named in an appropriate certificate for such person and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

G. Approval or Disapproval - of a Condominium Parcel Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

H. Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

I. The Order of Business - at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- 1) Election of Chairman of the Meeting.
- 2) Calling of the roll and certifying of proxies.
- 3) Proof of Notice of Meeting or Waiver of Notice.
- 4) Reading and disposal of any unapproved Minutes.
- 5) Reports of Governors.
- 6) Reports of Committees.
- 7) Election of Inspectors of Election.
- 8) Election of Governors.
- 9) Unfinished business.
- 10) New business
- 11) Adjournment.

## 5. GOVERNORS -

A. The Board of Governors - shall consist of three persons. Each member of the Board of Governors shall be either the owner of a Condominium Parcel as set forth in paragraph 4 above, have an interest therein, or, in the event of a corporate ownership, any officer or designated agent thereof, excepting however, the original Board of Governors including person appointed to fill an unexpired term need not be owners.

B. Election of Governors - shall be conducted in the following manner:

- 1) Members of the Board of Governors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association, after the expiration of the original term of the first Board of Governors.
- 2) Vacancies in the Board of Governors may be filled until the date of the next annual meeting by the remaining governors.

C. The term of each Governor's Service - excepting the original Board of Governors, shall extend until the next annual meeting of the members, and thereafter until his successor is duly

elected and qualified, or until he is removed in the manner elsewhere provided.

D. The Organization Meeting - of the newly-elected Board of Governors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Governors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

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

F. Special Meetings of Governors - may be called by the Chairman, and must be called by the Secretary at the written request of one-fourth of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice - Any Governor may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Governors' Meetings - shall consist of the governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum.

I. The Presiding Officer of Governors' Meeting - shall be the Chairman of the Board if such an officer has been elected. In the absence of the presiding officer, the Governors present shall designate one of their number to preside.

J. The Members of the Board of Governors - shall serve without compensation, except by unanimous approval of all the members of the Board of Governors, and subject to approval of a majority of the members entitled to vote at a special meeting called for such purpose.

K. Removal of Governors - A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the governor or governors sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required in Paragraph 4, sub-paragraph D, such Governor or Governors shall be removed from office upon votes cast of not less than ninety (90%) percent of the votes of the entire membership entitled to vote. In the event such Governor or Governors are removed, then and in such event, a new Governor or Governors shall be elected according to Paragraph 5, sub-paragraph B, to fill the unexpired term of such Governor or Governors.

6. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association shall be exercised by the Board of Governors. Such powers and duties of the Governors shall be all of the powers and duties as set forth in the Condominium Act and The Declaration of Condominium, these By-Laws, and all of the powers reasonably necessary to perform all of said powers and duties, including, but not limited to, the following:

A. To Make and Collect Assessments - against members to defray the costs of the common expenses.

B. To Use the Proceeds of Assessments - in the exercise of its powers and duties.

C. The Maintenance, - repair or replacement of common elements, machinery and equipment, operation of the Association, costs of carrying out the powers and duties of the Association and taxes and management fees and costs.

D. The Reconstruction of Improvements - after casualty and the further improvement of the property.

E. To Make and Amend Rules and Regulations - respecting the use of the property in the Condominium.

F. To Approve or Disapprove Proposed Purchasers, - Lessees and mortgagees of apartments in the manner provided by the Declaration of Condominium.

G. To Enforce - by legal means the provisions of the Condominium Documents, the By-Laws of the Association, and the regulations for the use of the property in the Condominium.

H. To Contract - for management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Condominium Documents to have approval of the Board of Governors or the membership of the Association.

I. To Pay Taxes and Assessments - which are liens against any part of the Condominium, other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

J. To Carry Insurance - for the protection of apartment owners and the Association against casualty and liabilities.

K. To Pay the Cost - of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual apartments.

L. To Employ Personnel - for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

M. To Employ an Attorney-at-Law - for legal services for the enforcement of any rules, liens; foreclosures, or provisions contained in these By-Laws or the Declaration of Condominium, the cost of which shall be a common expense.

## 7. OFFICERS -

A. The Executive Officers - of the Association shall be the Chairman, who shall be a Governor, a Vice-Chairman, who shall be a Governor, and a Secretary - Treasurer, who shall be Governors. All the officers shall be elected by a majority of the members of

the Board of Governors. No person shall hold more than one office at any one time.

B. The Chairman - shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including but not limited to, the power to appoint committee from among the members, from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-Chairman - shall, in the absence or disability of the Chairman, exercise the powers and perform the duties of the Chairman, and exercise the powers and perform such other duties as shall be prescribed by the Governors.

D. The Secretary-Treasurer - shall keep the Minutes of all proceedings of the Governors and the Members. He shall attend to the giving and serving of all notice to the members and governors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Governors or the Chairman. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

E. Removal of Officers - A special meeting of the members shall be called upon filing with any Governor a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the officer or officers sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required in Paragraph 4, sub-paragraph D, hereof, such officer or officers shall be removed from office upon votes cast of not less than ninety (90%) percent of the vote of the entire membership entitled to vote. In the event such officer or officers are removed, then and in such event, a new officer or officers shall be elected according to paragraph 7, sub-paragraph A hereof, to fill the unexpired term of such officer or officers.

8. FISCAL MANAGEMENT - The provisions of fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

A. Assessment Roll - Except for the provisions of Paragraph 8 B.3) herein, the assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the accounts and the balance due upon assessments.

B. Budget -

1) Adoption - Excepting for the provisions of paragraph 8 B.3) herein, the Board of Governors shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

a) Common expense budget -

- i) Maintenance and operation of common elements;  
Landscaping  
Walkways  
Parking spaces
- ii) Utility services
- iii) Casualty insurance
- iv) Liability Insurance
- v) Administration

b) Proposed assessments against each member -

2) Copies of the Proposed Budget - and proposed assessments, excepting for the provision of paragraph 8.8.3) hereunder, shall be made available to each member upon request in writing, on or before January 1, of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3) Management Contract - No such budget, proposed budget, accounting or assessment roll, shall be made or required in the event that a management contract is entered into as is authorized by the Declaration of Condominium. The management corporation shall provide such budget in the event the monthly management fee, per apartment, as is set forth in said management contract is increased, or as otherwise agreed upon by the Association and the management corporation.

4) Method of Collection - That such budget shall be reduced to a monthly amount per apartment as is computed on the basis of the provisions of paragraph 8, sub-paragraph A of the Declaration of Condominium. That each apartment owner shall be notified of such amount, computed on a monthly basis per apartment, and the same shall be due and payable monthly, in advance, to the Association or management corporation, without notice.

C. The depository - of the Association shall be such bank or banks as shall be designated from time to time by the Governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Governors.

D. An Accounting - of the accounts of the Association shall be made annually by the Treasurer, and certified to by the Board of Governors. A copy of the report shall be furnished to each member upon request in writing. Account reports are subject to the provisions of paragraph 8.B.3) above.

E. Fidelity Bonds - shall be required by the Board of Governors from any officers and employees of the Association, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Governors, but shall be at least the amount of the funds for which there is responsibility. The premiums of such bonds shall be paid by the Association.

9. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in accordance with the provisions of the Condominium documents. An amendment, when adopted, shall become effective only after being recorded in the Public Records of Pinellas County, Florida. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.



## RULES AND REGULATIONS

Each owner, invitee, relative, guest, or otherwise, hereinafter referred to as Occupant of the Condominium Parcel, shall, in addition to the obligations and duties as set forth in the Declaration of Condominium, the By-Laws or any amendments thereto, be governed by the following regulations.

1. Each owner has the right to sell or lease his apartment provided that the proposed purchaser, or lessee, is first approved by the Condominium Association or management corporation. Each new owner shall be bound by the provisions of the Condominium Association and these Rules and Regulations.

2. 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. Each occupant shall pay promptly for any utilities which are metered separately to his apartment.

3. Common areas of the building, such as the hallways, stairs, stairwells, elevators, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise.

4. 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 item whatsoever, and no alteration, modification, change or removal may be made of any interior wall without first obtaining written approval of the condominium association or management corporation, with the exception of painting.

5. No occupant may make or permit anything to be done or performed on, in or about the premises which would result in an increase in insurance premiums.

6. 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., if the same shall in any manner disturb or annoy the other occupants of the Condominium.

7. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the condominium property without the prior written consent of the Association or management corporation.

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

9. Each apartment may identify its occupant by a name plate of a type and size approved by the Association or management corporation and mounted in a place and manner so approved.

10. No signs, advertising, or notices of any 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.

11. 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 or apartment number. All commercial vehicles of any kind or description, campers, boats and boat trailers, and trailers are specifically prohibited from any portion of the condominium property.

12. Each apartment occupant shall maintain his apartment in a clean and sanitary manner. The balconies, porches, terraces shall be used only for the purposes intended and shall not be used for hanging 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, subject to the written approval of the management corporation or association, but no drying of laundry will be permitted outside of the occupants' apartment, excepting in the laundry room.

13. All apartments shall be and remain carpeted, excepting

bathrooms, kitchens and porches.

14. Each apartment shall be used only for the purpose of single family residence of persons over the age of fifteen (15) years and for no other purpose whatever, excepting upon specific approval in writing from the association or management company which approval may be revoked or suspended without notice at the discretion of the association or management company.

15. All official notices of COVINGTON COURT, Mount Vernon \*\* or of the management company, Madeira Management, Inc. shall bear the signature of the secretary of the respective legal entity and the official seal of said association and/or management company. Except as otherwise required by the By-Laws of the Association, all such notices shall be mailed to each member at the address on file and recorded for such purpose with the Association and Management Corporation. No member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail or otherwise circulate it to members, which purports or represents to be, an official act or notice of the Association or management corporation. Notices of a social nature or purpose by a member in his capacity as a member, to other members are specifically excluded, provided that all such notices shall bear the signature of the member or members making or uttering such notices and shall be fully responsible for the contents thereof.

16. Cats, dogs or other pets are allowed to be kept in, on or about the condominium property upon terms, conditions and specific approval of the Association or Management Corporation only. Any pet carried in the elevator shall be and remain in the arms of the owner or agent. Animals shall be on leash outside the apartment. Any barking of pet or other annoyance to other owners may be cause for order to dispose of pet. Owner covenants with Association and Management Corporation to promptly comply with any order to remove pet from premises.

17. Owners shall adhere to reasonable standards of dress when outside their apartments. Reasonable standards shall be interpreted to mean street clothing, sports attire or bathing attire, as applicable. Specifically prohibited are unusually brief clothing or night clothing, dressing gowns or bath robes.

18. Any breach or violation of the foregoing Rules and Regulations shall result in a \$100.00 fine or special assessment to the violator in addition to all other legal remedies. Said fine may be assessed repeatedly upon failure of owner or member to correct infraction or obey rules as well as other obligations imposed by condominium documents, shd shall be collected in the same manner as common expenses or maintenance charges.

19. Any use of "Association" shall be interpreted to mean Management Corporation during the term of any management contract or renewal thereof.

\*\*& Hermitage, a Condominium,

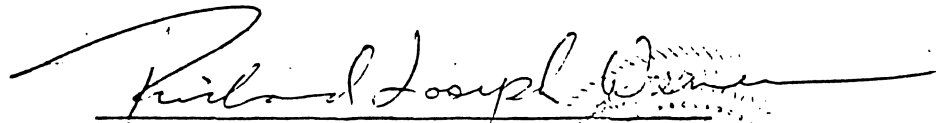
AFFIDAVIT

STATE OF FLORIDA     )  
                                  )  
COUNTY OF PINELLAS    )

I HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, RICHARD JOSEPH WERNER who, after being first duly sworn as required by law, deposes and says as follows:

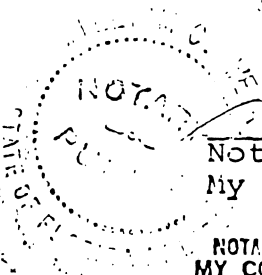
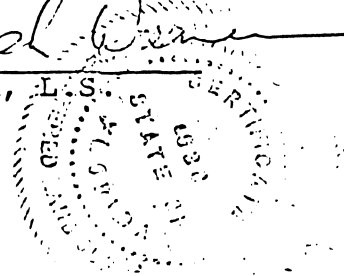
I am a Registered Land Surveyor #1938, authorized to practice in the State of Florida, and do hereby certify that from the survey, building plans, floor plans, map, sketches, and together with the wording of the Declaration of Condominium of COVINGTON COURT, Mount Vernon and Hermitage, a Condominium constitutes a correct representation of the improvements described therefrom the identification, location, dimensions and size of the common elements and of each Condominium Parcel in said Condominium.

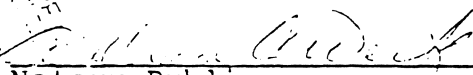
AND FURTHER AFFIANT SAITH NAUGHT.



RICHARD JOSEPH WERNER, L.S.

Sworn to and subscribed before  
me this 8<sup>th</sup> day of December, 1973.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 20, 1974  
BONDED THRU FRED W. DIESTELHORST

EXHIBIT C

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

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

HERMITAGE APT. NO.	PERCENTAGE	MOUNT VERNON APT. NO.	PERCENTAGE
101	.0424	101	.0424
102	.0323	102	.0423
103	.0323	103	.0323
104	.0423	104	.0323
201	.0423	105	.0423
202	.0323	106	.0423
203	.0323	201	.0423
204	.0423	202	.0423
		203	.0323
		204	.0323
		205	.0423
		206	.0423
		301	.0423
		302	.0423
		303	.0323
		304	.0323
		305	.0423
		306	.0423

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

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

HERMITAGE APT. NO.	PERCENTAGE	MOUNT VERNON APT. NO.	PERCENTAGE
101	.0424	101	.0424
102	.0323	102	.0423
103	.0323	103	.0323
104	.0423	104	.0323
201	.0423	105	.0423
202	.0323	106	.0423
203	.0323	201	.0423
204	.0423	202	.0423
		203	.0323
		204	.0323
		205	.0423
		206	.0423
		301	.0423
		302	.0423
		303	.0323
		304	.0323
		305	.0423
		306	.0423

is a true and correct copy of the resolution amending the Declaration of Condominium of COVINGTON COURT, Mount Vernon & Hermitage, a Condominium, recorded in Official Records Book 4101, pages 99 through 104, Public Records of Pinellas County, Florida, which resolution was unanimously adopted by all of the members of the Association in accordance

MAY 16 5 13 PM '73

CERTIFICATE OF AMENDMENT

OF

COVINGTON COURT, Mount Vernon & Hermitage,  
A Condominium,

THIS IS TO CERTIFY THAT:

RESOLVED: That the Declaration of Condominium of COVINGTON COURT, Mount Vernon & Hermitage, a Condominium, as recorded in Official Records Book 4101, pages 69 through 124, Public Records of Pinellas County, Florida, be and the same are hereby amended as follows:

4. H. LIMITED COMMON ELEMENTS. - Means and includes those common elements which are reserved for the use of certain unit or units to the exclusion of other units.

9. D. Limited Common Elements - During the first 48 months from the date of recording of this Declaration of Condominium, the Owner shall have the right to assign or sell additional storage areas, parking spaces and carports which are hereby designated as Limited Common Elements to the owners of particular condominium parcels which assignment shall be made by an instrument in writing, an executed copy of which shall be delivered to the Association. Whenever any Limited Common Element is assigned to a particular condominium parcel, the owner of such parcel shall have the exclusive right to the use thereof. Excepting storage areas, the Association shall maintain all of the Limited Common Elements and the cost of such maintenance shall be considered a special assessment against the condominium parcel owner for the exclusive right of such element or as otherwise set forth or agreed upon between the Association and Management Company. Whenever any Limited Common Element is assigned to a particular condominium parcel, then the same shall become an appurtenance to said unit and shall be encumbered by and subject to any mortgage then or thereafter encumbering such parcel. Upon conveyance or passing of title to the condominium parcel to which such an assignment has been made, the exclusive right to the use of such Limited Common Element shall pass as an appurtenance thereto in the same manner as the undivided interest in the common Elements appurtenant to such condominium parcel. No conveyance, encumbrance, or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting a Limited Common Element may be made or accomplished separate from the conveyance, encumbrance, or passing of title to the condominium parcel to which it is appurtenant, unless such passing of title be first approved by the condominium association.

In the event that the Owner shall not have transferred the exclusive right to use all of the storage spaces, parking spaces and carports constituting Limited Common Elements to particular Apartment Units at the expiration of the 48 months from the date of recordation of the Declaration of Condominium, then the right of the Owner to make such assignment shall cease and terminate and the rights previously vested in the Owner shall pass unto and be vested in the Association. The unassigned Limited Common Elements may thereafter be assigned by the Association in the same manner by which Limited Common Elements are assigned by the Owner as described in the paragraph above.

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

This instrument was prepared by:  
ALBERT C. WENLY, ATTORNEY

AMENDED CONDOMINIUM PLAT RECORDED IN  
CONDOMINIUM PLAT BOOK 16, PAGES 29  
THROUGH 31, PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA.

6641 CENTRAL AVENUE  
P. O. BOX 13209  
ST. PETERSBURG, FLA. 33711  
PHONE 422-2223 367-6666

with the requirements of the Declaration of Condominium for its amendment. That on the date of the special meeting American Design and Development Corporation was the owner of the leasehold estate of all of the Condominium Parcels and Cheezem Development Corporation was the owner in fee simple of all of the condominium parcels.

The adoption of the resolution appears upon the minutes of the above mentioned meeting and is unrevoked.

Executed at St. Petersburg, Florida, this 16th day of November, 1973.

Signed, sealed and delivered  
in the presence of:

*Allen C. Harper*  
*Allen C. Harper*

CHEEZEM DEVELOPMENT CORPORATION

BY

*Allen C. Harper*  
ALLEN C. HARPER, Vice President

AMERICAN DESIGN AND DEVELOPMENT  
CORPORATION

BY

*Allen C. Harper*  
ALLEN C. HARPER, Vice President

STATE OF FLORIDA )

) ss:

COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths of office and oaths of office, ALLEN C. HARPER, as Vice President of CHEEZEM DEVELOPMENT CORPORATION and as Vice President of AMERICAN DESIGN AND DEVELOPMENT CORPORATION, Florida corporations, and that he acknowledged before me and executed the above instrument in the presence of two witnesses, freely and voluntarily and that said corporations were duly vested with such power so to do, and that the seals affixed are the official seals of said corporations.

WITNESS my hand and official seal at St. Petersburg, Florida, this 16th day of November, 1973.

*Allen C. Harper*  
ALLEN C. HARPER

My Commission Expires:

NOTARY PUBLIC  
My Commission Expires: 12/31/74

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