

*Eastwood Pines Townhome Association, Inc.*

# Declaration of Condominium 1973

34 Pages

**DECLARATION OF CONDOMINIUM**

**OF PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM**

**NOW KNOWN AS**

**EASTWOOD PINES TOWNEHOMES**

**(ITEM A OF THE PROSPECTUS)**

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DECLARATION OF CONDOMINIUM

OF PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM

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PINELLAS COUNTY  
GLENK CIRCUIT COURT  
Oct 25 10 05 AM '73

"Condominium Plats pertaining hereto are recorded in the Condominium Plat Book 15 Pages 89, 90 and 91."

DECLARATION OF CONDOMINIUM  
OF PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM  
CLEARWATER, FLORIDA

MADE this 1st day of October, 1973, by McKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida, called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963 as amended, hereafter called The Condominium Act.

1.1. Name and address. The name by which this condominium is to be identified is PINELLAS PINES TOWNEHOMES, PHASE I, A Condominium, and its address is 2933 Pine Cone Circle, Clearwater, Florida.

1.2. The land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are:

(See Exhibit A)

In Pinellas County, Florida and herein called "the land".

2. Definitions. The terms used in this Declaration and in its Exhibits shall have the meanings stated in the Condominium Act, §711.03, Florida Statutes 1963 as amended, and as follows unless the context otherwise requires:

2.1. Townhome means unit as defined by the Condominium Act.

2.2. Townhome owner means unit owner as defined by the Condominium Act.

2.3. Association means PINELLAS PINES TOWNEHOME ASSOCIATION, INC., and its successors.

2.4. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

(a) Limited Common Elements shall include a garage with two (2) parking spaces, one (1) storage space, and patio assigned for use to a specific townhome unit.

2.5. Common expenses include:

(a) Expenses of administration: Expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of townhomes to be maintained by the Association, and any property owned or maintained by the Association for the benefit of the owners.

(b) Expenses declared common expenses by provisions of this Declaration or the By-laws.

(c) Any valid charge against the condominium property as a whole.

2.6. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-laws, shall include but not be limited to electric power, gas, water, telephone and garbage and sewage disposal.

3. Development plan. The condominium is described and established as follows:

3.1. Survey. A survey of the land prepared by Richard Joseph Werner, Registered Land Surveyor, showing the improvements on it is attached as Exhibit B, sheets 1 through 3.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Eugene Beach AIA, a portion of which plans are attached as Exhibit C.

3.3. Amendment of plans. This is a self-contained condominium, however, Developer reserves the right within three years of the

date of this Declaration to develop additional lands adjacent to the property described in Section 1.2., which lands for the sake of uniform policies and procedures may be operated by the same association for the benefit of the owners of these and adjacent units. In such case, the owners of units in such adjacent lands will become members of the same association as provided in Section 7 hereafter. Provided, however, that the development of such additional lands shall consist of two-story townhomes of the same quality and appearance substantially in accordance with the plans submitted herewith and shall not exceed 56 units total.

3.4. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and other adjoining condominiums; provided, however, such easements through a townhome shall be only according to the plans and specifications for the townhome building, or as the building is constructed, unless approved in writing by the townhome owner.

3.5. Improvements - general description.

(a) Buildings. The condominium includes seven two-story buildings, consisting of fifty-six two-story units, covered parking spaces storage spaces, and a patio. Each unit has two parking, one storage space and one patio appurtenant thereto, as limited common area and non-severable from the unit, as shown on Exhibit C, sheets 1 through 7.

(b) Other improvements. The condominium includes gardens and landscaping, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements. There is also one or more swimming pools and recreation areas which are maintained by it, but which is not a part of the common elements included in the condominium.

3.6. Townhome boundaries. Each townhome, which term as used in this subsection concerning boundaries shall include that part of the building containing the townhome that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the townhome shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the townhome shall be the vertical planes of the undecorated finished interior of the walls bounding the townhome extended to intersections with each other and with the upper and lower boundaries.

3.7. Common elements. The common elements include the land, except that occupied by the pool and recreation area which is owned by the Association, and all other parts of the condominium not within the townhomes and include but are not limited to the following items as to which the Association shall have the powers indicated:

(a) Automobile parking areas. Guest and service automobile parking will be made available to unit owners pursuant to regulation as made by the Association.

(b) Swimming Pool and Recreational Areas shall be available for use by all unit owners without discrimination. Such use will be without charge, except when specifically authorized by the Association it may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all townhome unit owners.

4. The townhomes. The townhomes of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1. Townhome unit numbers. There are from four to ten townhomes in each of the seven buildings numbered 1 to 56, inclusive, and each building is designated 1 through 7.

4.2. Appurtenances to townhomes. The owner of each townhome shall own a share and certain interests in the condominium property, which share and interest are appurtenant to his townhome, including but not limited to the following items that are appurtenant to the several townhomes as indicated:

(a) Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each townhome is as follows:

The proportionate shares of the separate owners of the respective condominiums in the common elements and in the common surplus, as well as their proportionate representation for voting purposes in Pinellas Pines

Townehomes Association, Inc., a Florida corporation not for profit, shall be 1/56.

Provided, however, that in the event additional lands are developed as provided in Section 3.3., the representation for voting purposes in the Association shall be reduced to a fraction having a numerator of 1, and an denominator equal to the total separate condominium units actually included in the Association, and developed.

(b) Limited common elements. There shall pass with a unit as appurtenances thereto the exclusive right to use the garage space located on the first floor immediately to the rear of each unit containing parking space for two cars and storage and the patio as shown and defined on the plans attached hereto as Exhibit C.

(c) Association membership. The membership of each townhome owner in the Association and the interest of each townhome owner in the funds and assets held by the Association.

4.3. Liability for common expenses. Each townhome owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his townhome.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. Townehomes.

(a) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All portions of a townhome, except interior surfaces, contributing to the support of the townhome building, which portions shall include but not be limited to loadbearing columns and loadbearing walls and the roofs.

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a townhome maintained by the Association; and all such facilities contained within a townhome that service part or parts of the condominium other than the townhome within which contained.

(3) All property owned, leased or rented by the Association exclusive of the townhome.



(4) All incidental damage caused to a townhome by such work shall be repaired promptly at the expense of the Association.

(b) By the townhome owner. The responsibility of the townhome owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his townhome, specifically including the patio area, the air conditioning facility servicing his townhome, windows, doors and screens; except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other townhome owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the townhome building without the approval of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

#### 5.2. Common elements.

(a) By the Association. The maintenance and operation of the common elements and the pool and recreational areas shall be the responsibility of the Association and a common expense, as provided in Florida Statutes §711.13 (5), (6); 13 (1).

(b) Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvements of common elements or the pool and recreational areas without prior approval in writing by the record owners of all of the townhomes; provided, however, that any alteration or improvement of the common elements having the approval in writing of the record owners of not less than 66-2/3% of the common elements, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other townhome owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a townhome owner in the common elements altered or further improved, whether or not the townhome owner contributes to the cost of such alteration or improvement.

6. Assessments. The making and collection of assessments against townhome owners for common expenses shall be pursuant to the By-laws and subject to the following provisions:

6.1. Share of common expense. Each townhome owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the townhome owned by him.

6.2. Interest; application of payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3. Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the townhome subject to the lien shall be required to pay a reasonable rental for the townhome, and the Association shall be entitled to the appointment of a receiver to collect the same, pursuant to Florida Statute §711.15 (5).

7. Association. The operation of the condominium shall be by Pinellas Pines Townhomes Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Certificate of Incorporation of the Association is attached as Exhibit D. Its Resident Agent to receive service of process is John A. Paul, 249 Royal Palm Way, Palm Beach, Florida.

7.2. The By-laws of the Association shall be the by-laws of the condominium, a copy which is attached as Exhibit E.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to townhome owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and re-

paired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his townhome.

7.5. Approval or disapproval of matters: Whenever the decision of a townhome owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the townhome owners shall be governed by the following provisions:

8.1. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the townhome owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of townhome owners. Such policies shall provide that payments by the insurer for losses shall be made to a special escrow account as may be designated by the Board of Directors of the Association, and all policies and their endorsements shall be deposited with a trustee or agent as designated by said Board. Townhome owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2. Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered

by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the townhome owners as a group to a townhome owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the person or firm appointed as agent or trustee for this purpose by the Board, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the townhome owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements - an undivided share for each townhome owner, such share being the same as the undivided share in the common elements appurtenant to his townhome.

(b) Townhomes. Proceeds on account of damage to townhomes shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged townhomes in proportion to the cost of repairing the damage suffered by each townhome owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - An undivided share for each townhome owner, such share being the same as the undivided share in the common elements appurtenant to his townhome.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a townhome, the share of the townhome owner shall be held in trust for the mortgagee and the townhome owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the townhome owner and mortgagee pursuant to the provisions of this Declaration.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to townhome owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a townhome and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to townhome owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a townhome and may be en-

forced by such mortgagee.

(d) Certificate. In making distribution to townhome owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the townhome owners and their respective shares of the distribution.

8.6. Association as agent. The Association is irrevocably appointed agent for each townhome owner and for each owner of a mortgage or other lien upon a townhome and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9. Reconstruction or repair after casualty.

9.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Townhome building.

(1) Lesser damage. If the damaged improvement is the townhome building, and if townhomes to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the townhome building, and if townhomes to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tentable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unles within sixty (60) days after the casualty the owners

of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the townhome building, by the owners of not less than 75% of the common elements, including the owners of all damaged townhomes, which approval shall not be unreasonably withheld.

9.3. Responsibility. If the damage is only to those parts of one townhome for which the responsibility of maintenance and repair is that of the townhome owner, then the townhome owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimated of the cost to rebuild or repair.

9.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or upon completion or reconstruction or repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessments shall be made against the townhome owners who own the damaged townhomes, and against all townhome owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against townhome owners for damage to townhomes shall be in proportion to the cost reconstruction and repair of their respective townhomes. Such assessments on account of damage to common elements shall be in a proportion to the owner's share in the common elements.

9.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against townhome owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against townhome owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Townhome owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction



and repair lies with a townhome owner shall be paid by the Insurance Trustee to the townhome owner, or if there is a mortgagee endorsement as to the townhome, then to the townhome owner and the mortgagee jointly who may use such proceeds as they may be advised.

(4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the townhome owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund not to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. Use restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the townhome building is useful condition exists upon the land.

10.1. Townhomes. Each of the townhomes shall be occupied only by a family, its servants and guests, as a residence and for no other purpose.

10.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the townhomes.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No townhome owner shall permit any use of his townhome, or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5. Sale. A townhome owner intending to make a sale of his townhome or any interest in it, except to another townhome owner, shall give to the Association reasonable notice of such intention, together with the name and address of the intended purchaser, and such other information as the Association may reasonably require. It shall be the duty of the Association to furnish a certificate by its duly authorized officer or agent of receipt of notice which shall be recorded in the public records of Pinellas County, at the expense of seller and no sale shall be valid without such certificate.

10.6. Leasing. Entire townhome units may be rented provided the occupancy is only by the lessee and his family and guests and provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the By-laws of the Association. Such lease shall be for a minimum of three weeks and no transient tenants may be accommodated.

10.7. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all townhome owners and residents of the condo-

minium upon request.

10.8. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements in Pinellas Pines, neither the townhome owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the townhomes. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Compliance and default. Each townhome owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a townhome owner to comply with such documents and regulations shall entitle the Association or other townhome owners to the following relief in addition to the remedies provided by the Condominium Act:

11.1. Negligence. A townhome 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. A townhome owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a townhome or its appurtenances, or of the common element by the townhome owner.

11.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a townhome owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

11.3. No waiver of rights. The failure of the Association or any townhome owner to enforce any covenant, restriction or other

provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

12. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

12.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

12.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

(b) until the first election of directors, only by all of the directors.

12.3. Proviso. Provided, however, that no amendment shall discriminate against any townhome owner nor against any townhome or class or group of townhomes, unless the townhome owners so affected shall consent. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

12.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.

13. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

13.1. Destruction. If it is determined in the manner elsewhere provided that the townhome building shall not be reconstructed

because of major damage, the condominium plan of ownership will be terminated without agreement.

13.2. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of townhomes and all record owners of mortgages on townhomes. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the townhomes, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the townhomes of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the townhomes to be purchased an agreement to purchase signed by the record owners of townhomes who will participate in the purchase. Such agreement shall indicate which townhomes will be purchased by each participating owner and shall require the purchase of all townhomes owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each townhome shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisers of the townhome 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.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

13.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidence by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Pinellas County, Florida.

13.4 Shares of owners after termination. After termination of the condominium the townhome owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' townhomes prior to the termination.

13.5 Amendment. This section concerning termination cannot be amended without consent of all townhome owners and of all record owners of mortgages upon the townhomes.

14. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-laws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

MCKEON CONSTRUCTION

By: William A. Hansen  
Vice President

Attest: John A. Paul  
Assistant Secretary

Signed, sealed and delivered in the presence of:

Michael D. Peter Finney

Ellen V. Young

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, W. DEAN HANSON and JOHN A. PAUL, Vice President and Assistant Secretary, respectively, of MCKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida to me well known and known to me to be the individuals described in and who executed the foregoing Declaration of Condominium and they acknowledged before me that they executed the same as such officers of the said corporation by and with the authority of its Board of Directors, for the purposes therein expressed, and their act and deed was the act and deed of said corporation.

WITNESS my hand and seal at Palm Beach, County of Palm Beach, State of Florida, this 1st day of October , A. D. 1973.

Ellen V. Young  
Notary Public, State of Florida  
at Large

My Commission Expires Nov. 20

(Notary Seal)

LAND DESCRIPTION

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East and run North 88° 45' 11" West a distance of 823.60 feet; thence run South 1° 14' 49" West a distance of 303.43 feet to the Point of Beginning; thence run South 1° 14' 49" West a distance of 305.00 feet; thence run South 9° 20' 13" East a distance of 313.55 feet; thence run North 89° 01' 33" West a distance of 463.95 feet; thence run North 1° 53' 04" West a distance of 427.52 feet; thence run North 88° 06' 56" East a distance of 302.00 feet; thence run North 9° 14' 15" West a distance of 174.96 feet; thence run South 88° 45' 11" East a distance of 160.00 feet to the Point of Beginning.

Subject to the included portion of the following described right-of-way for Pine Cone Circle :

Commence at the Northeast corner of the Southwest 1/4 of Section 29, Township 29 South, Range 16 East and run North 88° 45' 11" West a distance of 1280.22 feet; thence run South 1° 53' 04" East a distance of 250.70 feet to the Point of Beginning; thence run North 88° 06' 56" East a distance of 219.71 feet to a point of curvature; thence by a curve to the right having a radius of 96.00 feet, having a chord bearing of South 52° 18' 53" East a distance of 122.31 feet, run an arc distance of 132.60 feet to a point of tangency; thence run South 12° 44' 25" East a distance of 46.16 feet to a point of curvature; thence by a curve to the right having a radius of 443.00 feet having a chord bearing of South 5° 14' 06" East a distance of 115.80 feet, run an arc distance of 116.13 feet to a point of tangency; thence run South 2° 16' 31" West a distance of 150.75 feet to a point of curvature; thence by a curve to the right having a radius of 100.00 feet, having a chord bearing of South 33° 16' 59" West a distance of 103.03 feet, run an arc distance of 108.24 feet to a point of tangency; thence run South 64° 17' 28" West a distance of 146.81 feet to a point of curvature; thence by a curve to the right having a radius of 183.00 feet, having a chord bearing of South 76° 13' 02" West a distance of 75.54 feet, run an arc distance of 76.09 feet to a point of tangency; thence run South 88° 06' 56" West a distance of 50.95 feet; thence run North 1° 53' 04" West a distance of 50.00 feet; thence run North 88° 06' 56" East a distance of 50.95 feet to a point of curvature; thence by a curve to the left having a radius of 133.00 feet, having a chord bearing of North 76° 13' 02" East a distance of 54.90 feet, run an arc distance of 55.30 feet to a point of tangency; thence run North 64° 17' 28" East a distance of 146.81 feet to a point of curvature; thence by a curve to the left having a radius of 50.00 feet, having a chord bearing of North 23° 16' 59" East a distance of 51.52 feet, run an arc distance of 54.12 feet to a point of tangency; thence run North 2° 16' 31" East a distance of 150.75 feet to a point of curvature; thence by a curve to the left having a radius of 393.00 feet, having a chord bearing of North 5° 14' 06" West a distance of 102.73 feet, run an arc distance of 103.02 feet to a point of tangency; thence run North 12° 44' 25" West a distance of 46.16 feet to a point of curvature; thence by a curve to the left having a radius of 46.00 feet, having a chord bearing of North 52° 18' 53" West a distance of 58.61 feet, run an arc distance of 63.54 feet to a point of tangency; thence run South 88° 06' 56" West a distance of 219.71 feet; thence run North 1° 53' 04" West a distance of 50.00 feet to the Point of Beginning.

(Continued)

EXHIBIT     A



(Land Description, Continued)

Less the following described parcel:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East and run North 88° 45' 11" West a distance of 1280.22 feet; thence run South 1° 53' 04" East a distance of 250.70 feet; thence run North 88° 06' 56" East a distance of 219.71 feet to a point of curvature; thence by a curve to the right having a radius of 96.00 feet, having a chord bearing of South 52° 18' 53" East a distance of 122.31 feet, run an arc distance of 132.60 feet to a point of tangency; thence run South 12° 44' 25" East a distance of 46.16 feet to a point of curvature; thence by a curve to the right having a radius of 443.00 feet, having a chord bearing of South 5° 14' 06" East a distance of 115.80 feet, run an arc distance of 116.13 feet to a point of tangency; thence run South 2° 16' 31" West a distance of 150.75 feet; thence run South 15° 19' 04" West a distance of 64.52 feet to the Point of Beginning; thence run South 25° 42' 34" East a distance of 100.00 feet; thence run South 64° 17' 28" West a distance of 90.00 feet; thence run North 25° 42' 34" West a distance of 100.00 feet; thence run North 64° 17' 28" East a distance of 90.00 feet to the Point of Beginning.

\* \* \*





# PINELLAS PINES TOWNEHOMES PHASE I

A CONDOMINIUM  
TWP 29 S,

SEC. 29,

RGE 16E

BUILDING ELEVATIONS LOCATION PHASE I

Plot No.	Plot Area	Area in Sq. Ft.	Area in Sq. Ft.	Area in Sq. Ft.
1	100	100	100	100
2	100	100	100	100
3	100	100	100	100
4	100	100	100	100
5	100	100	100	100
6	100	100	100	100
7	100	100	100	100

POINT OF BEGINNING PHASE I

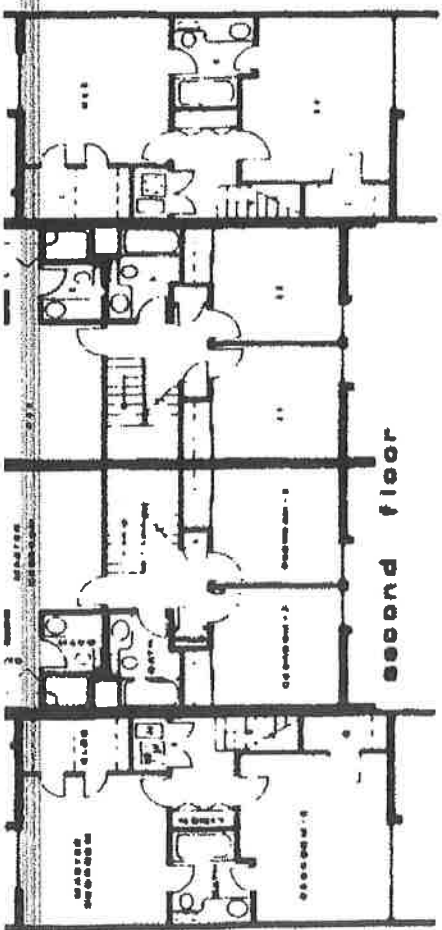
Plot No.	Area in Sq. Ft.	Area in Sq. Ft.
1	585	5195.16

**LEGEND**

This plan together with the 1988 plat is the Declaration of Condominium for the units and common areas and shall be subject to the laws, regulations, rules and orders of the State of Florida and the Department of Banking and Finance and the Department of Community Development.

CERTIFIED TO VIKON CONSTRUCTION COMPANY BY THE REGISTERED PROFESSIONAL ENGINEER  
MICHAEL MERLIN, CARRIER  
10000 IN

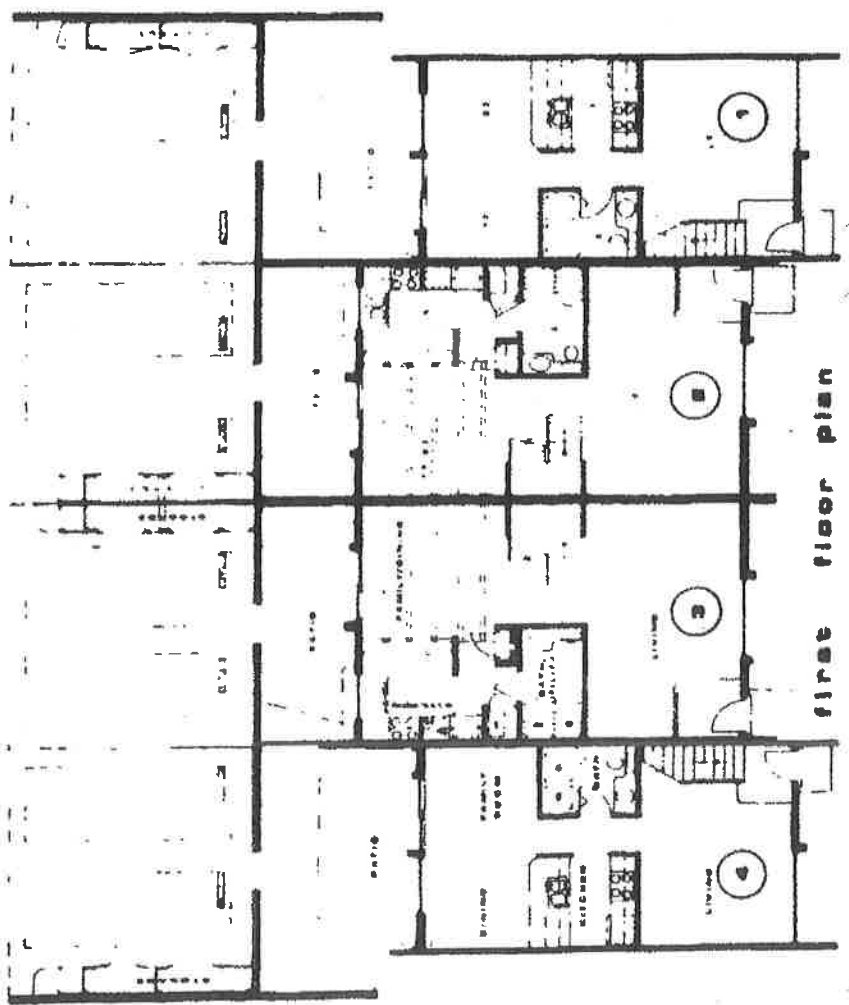
By \_\_\_\_\_  
Registered Professional Engineer No. 1038



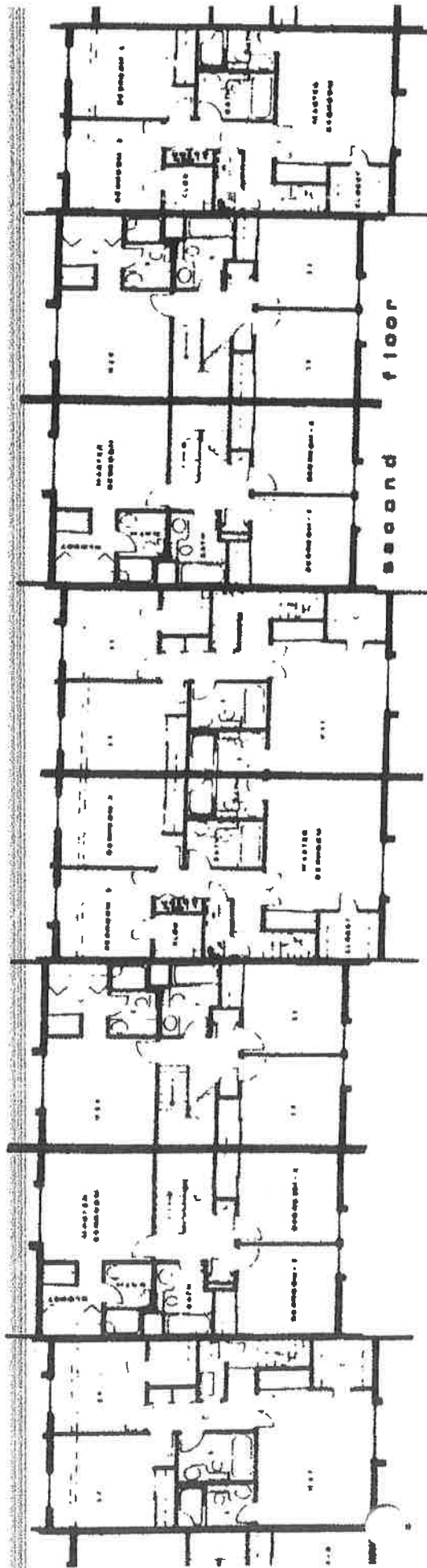
second floor



BUILDING NO. 1

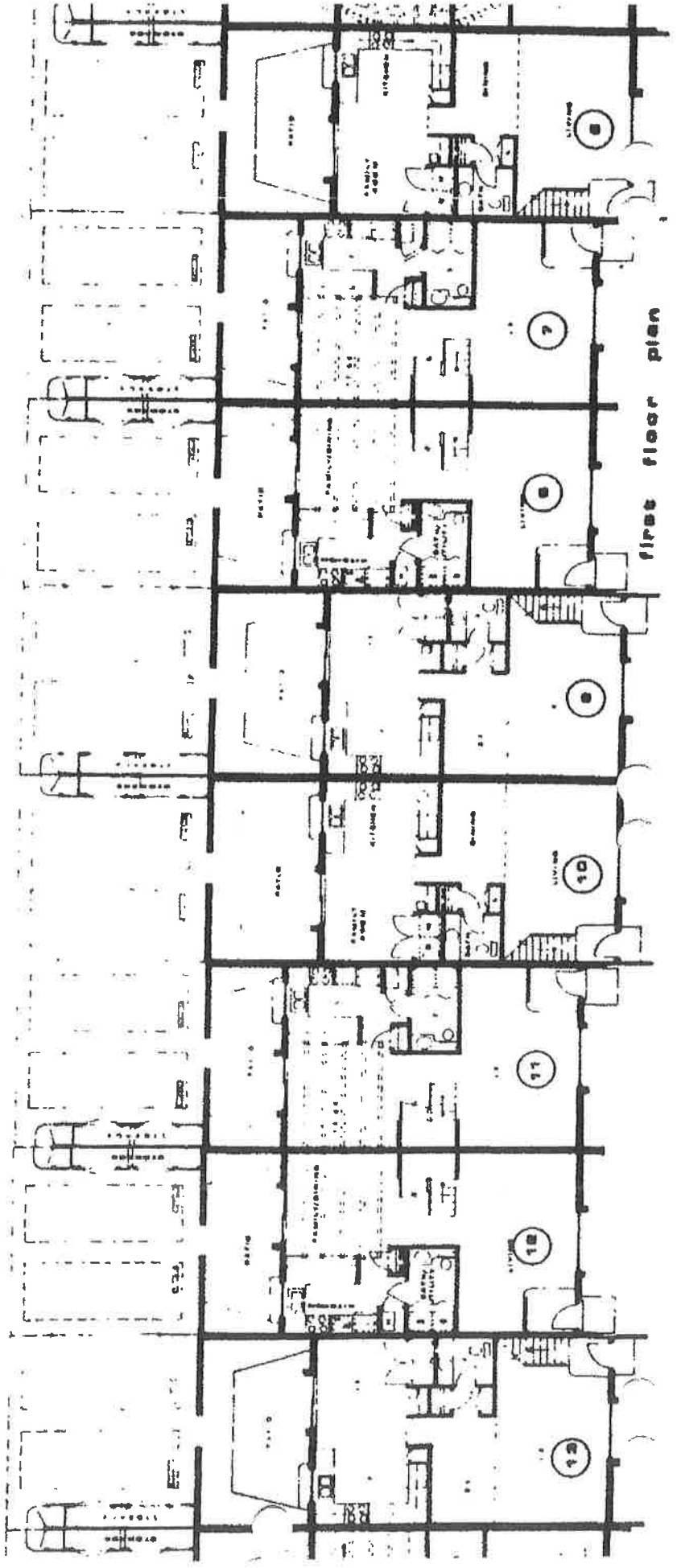


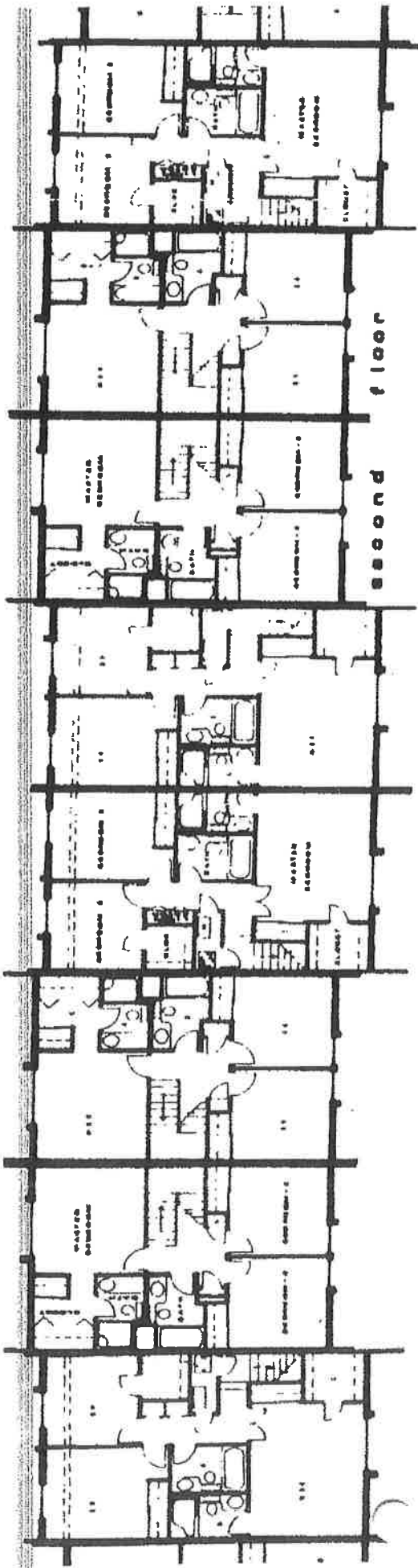
first floor plan



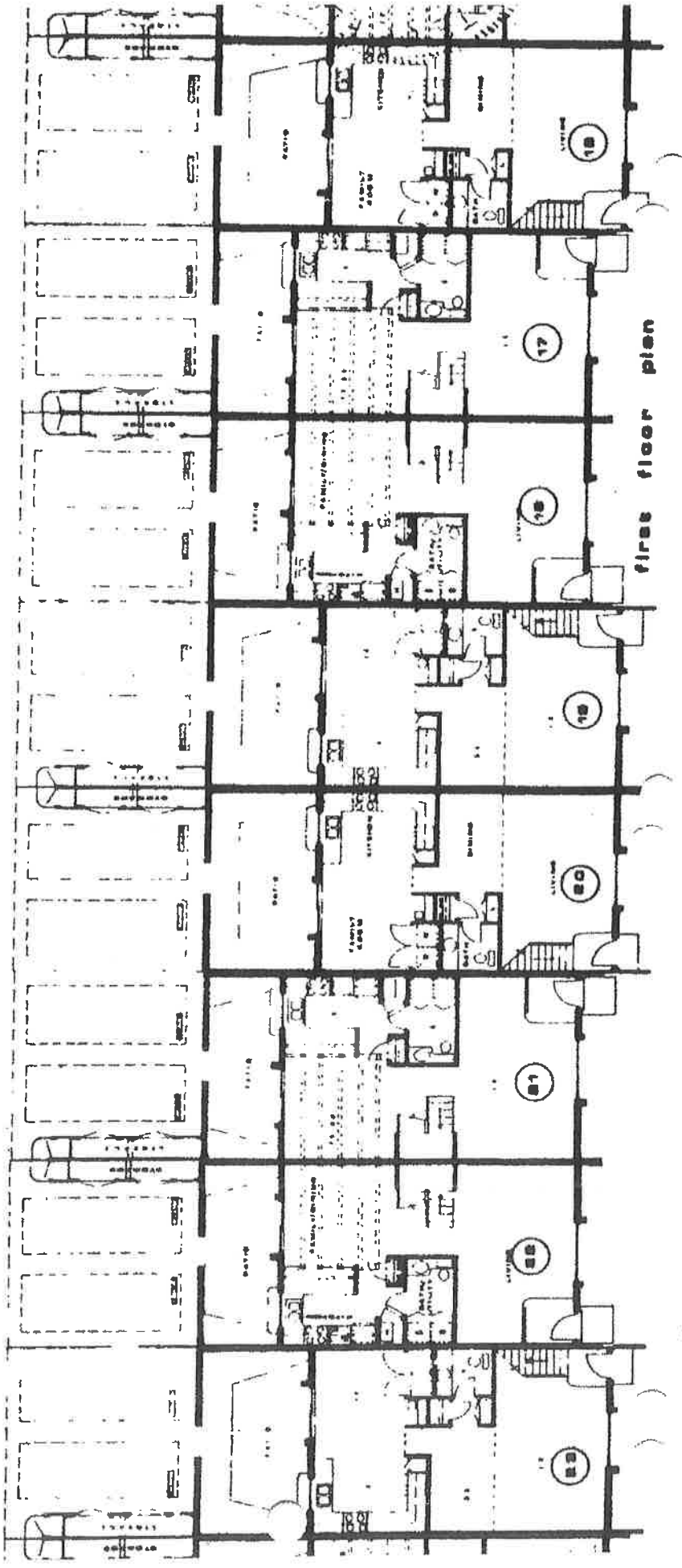
SCALE

BUILDING NO. 2

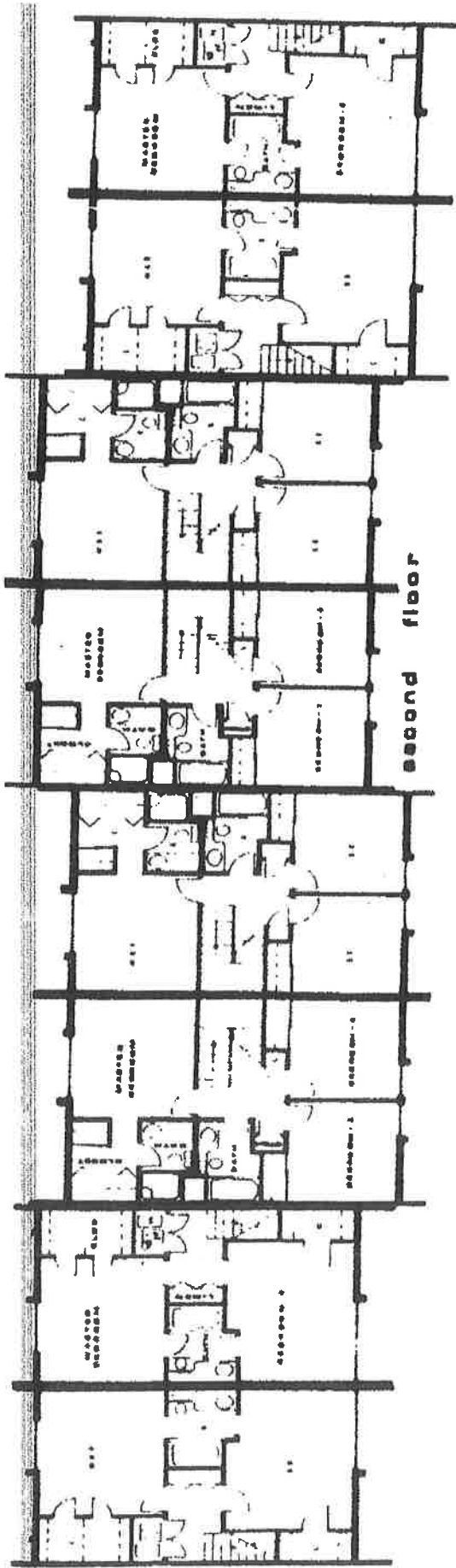




BUILDING NO. 3





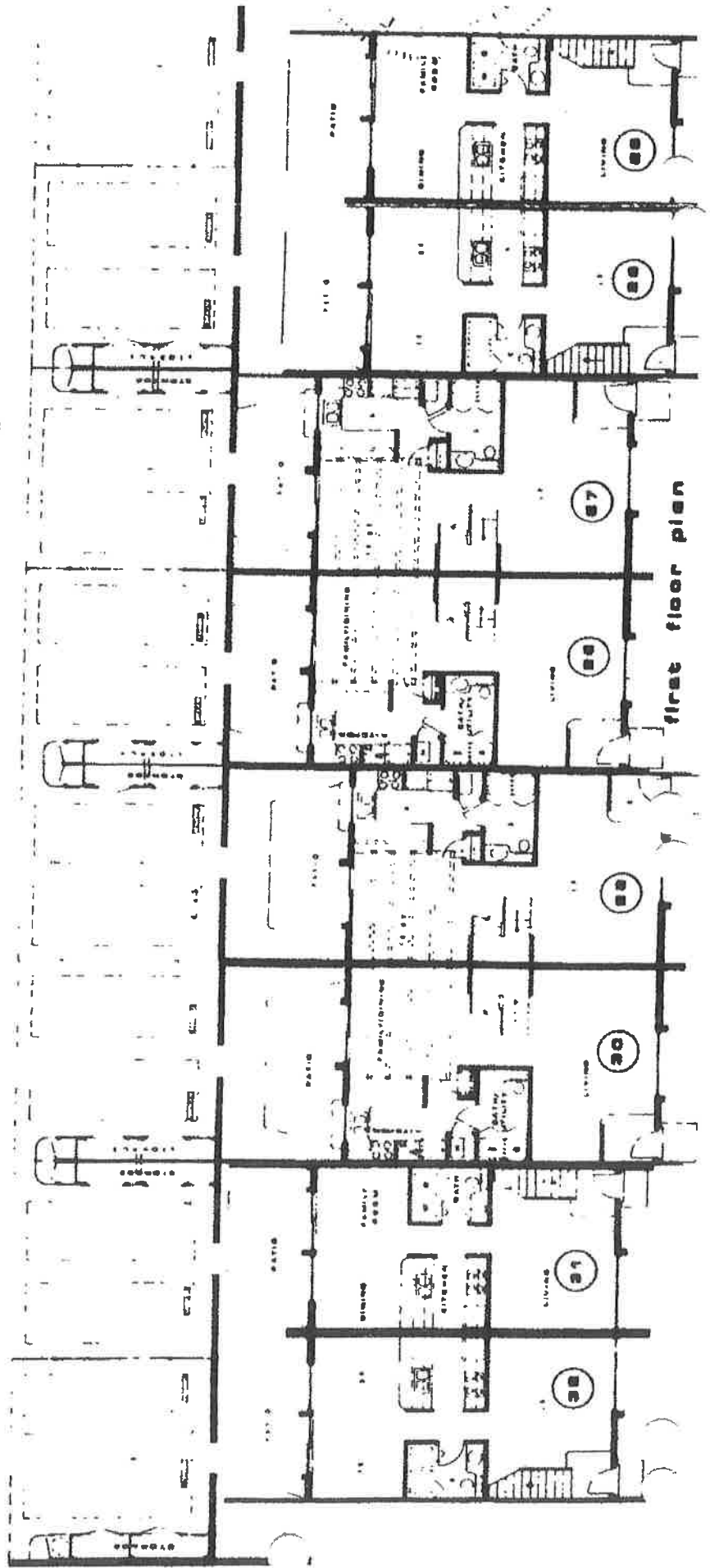


second floor

BUILDING NO. 4

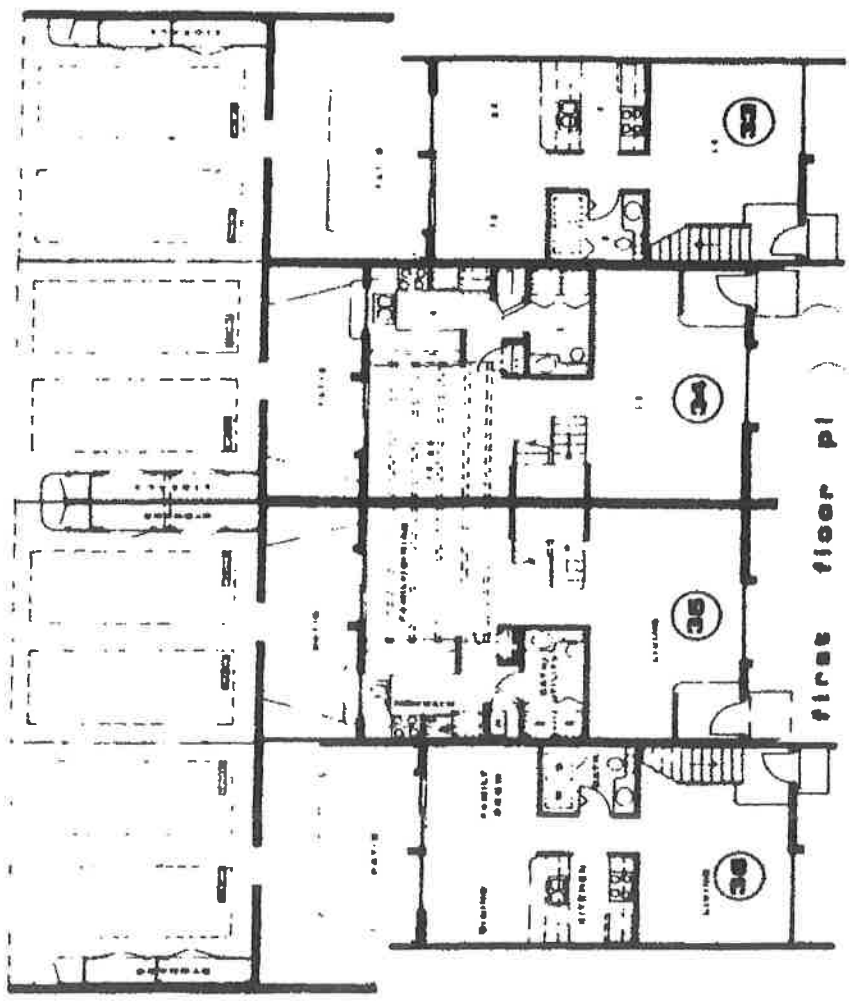
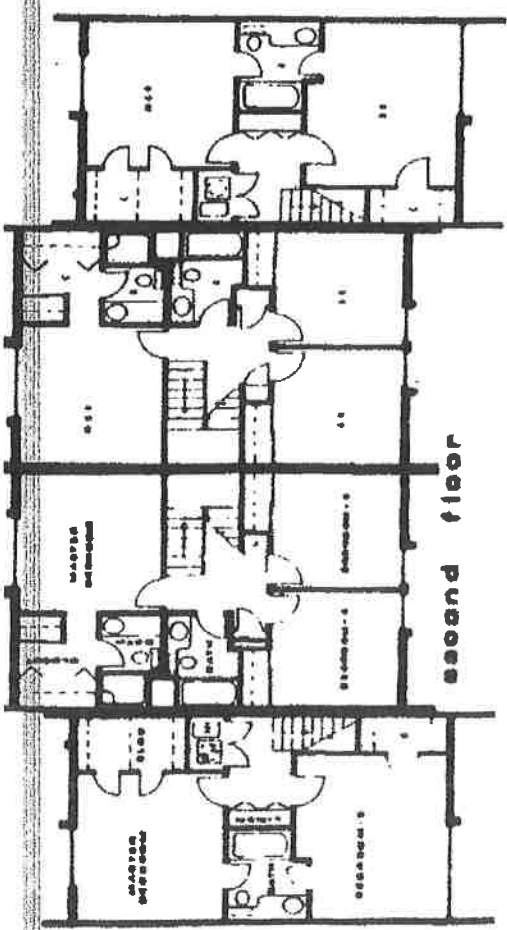


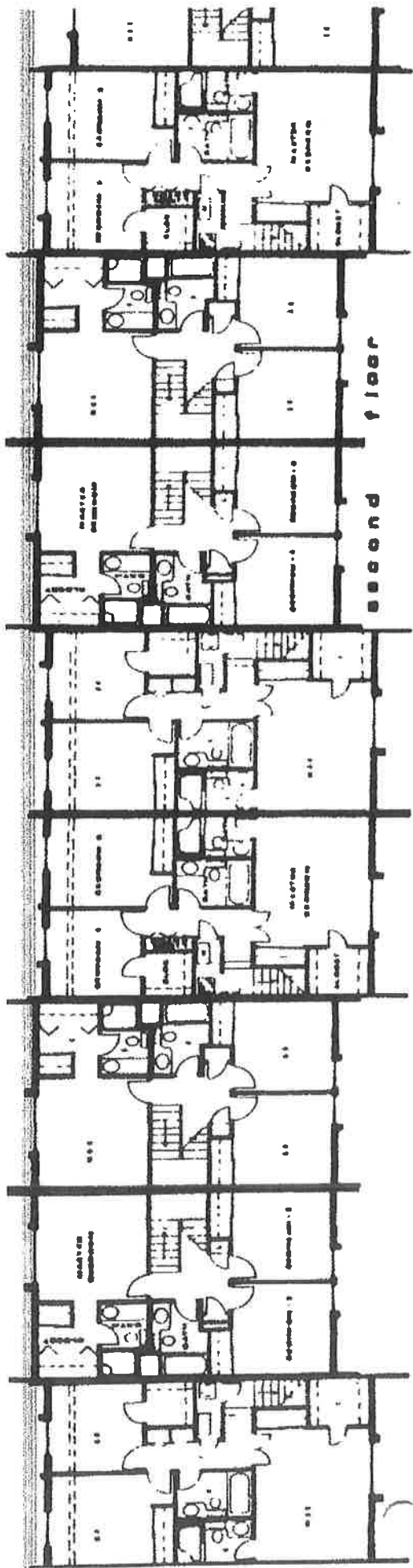
SCALE



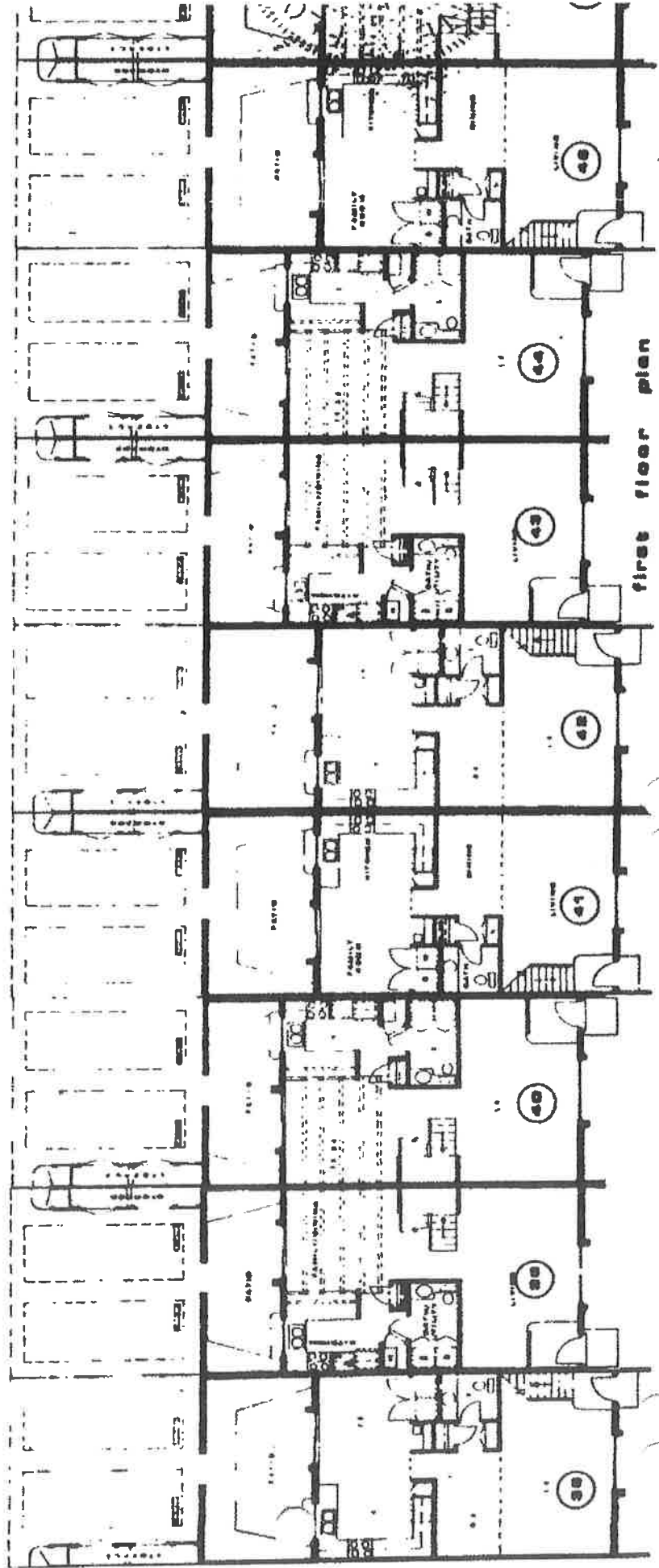
first floor plan

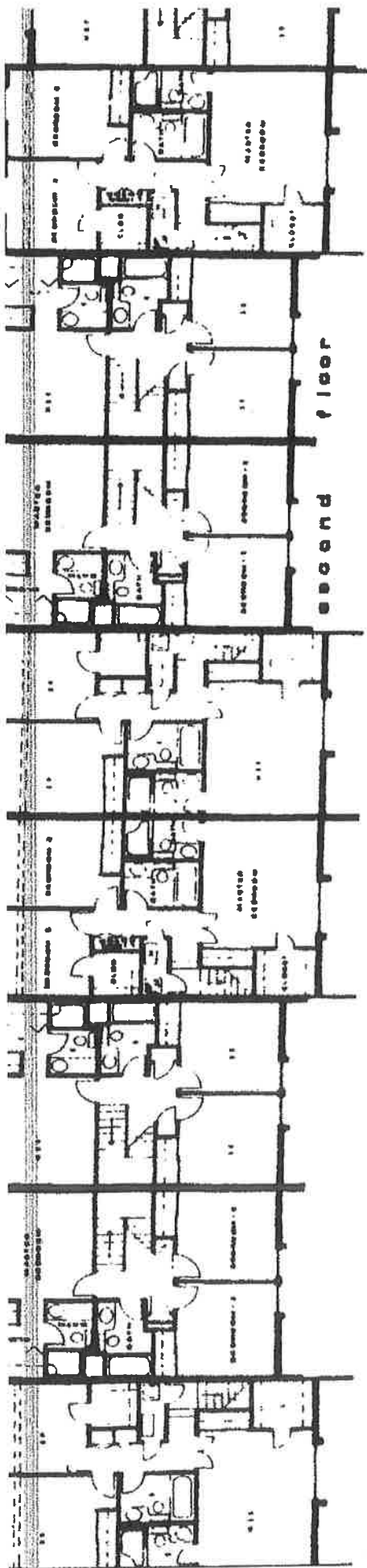






BUILDING NO. 8





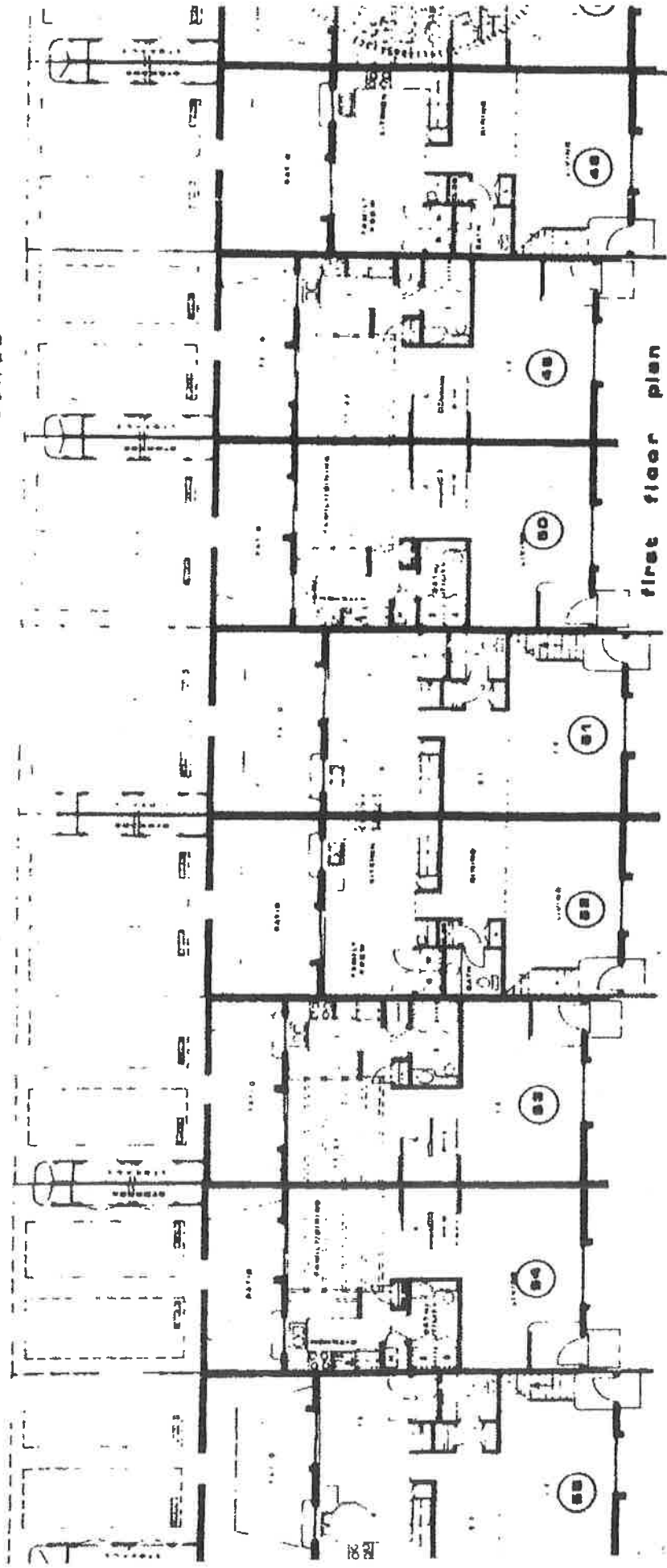
second floor

0 10 20 30 40 50 FEET



SCALE

BUILDING NO. 7



first floor plan

*Eastwood Pines Townhome Association, Inc.*

# **Amendments 1 through 8**

To the Declaration of Condominium

22 pages

4 53 PM '79

CERTIFICATE BY EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., EVIDENCING AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM, RECORDED IN O.R. BOOK 4095, COMMENC-

72074459

0.4.4546 141544

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM, CLEARWATER, FLORIDA**

THIS AMENDMENT to the Declaration of Condominium made this 19th day of January, 1977, by MCKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida, called Developer, for itself, and as adopted by the membership and Board of Directors of PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM, for its successors, grantees and assigns.

WHEREAS, a Declaration of Condominium of Pinellas Pines Townhomes, Phase I, a Condominium, Clearwater, Florida, was recorded on October 25, 1973, in Official Records Book 4095, Page 565, of the Public Records of Pinellas County, Florida, as Clerk's Instrument No. 73149485, and,

WHEREAS, it is the purpose of this Amendment to change the name of the Condominium, and,

WHEREAS, pursuant to paragraph 12 of the Declaration of Condominium, notice of the Amendment was duly given to each unit owner and by a vote of not less than 66-2/3% of the entire membership of the Board of Directors and by not less than 66-2/3% of the votes of the entire membership of the Association, this Amendment was approved.

NOW, THEREFORE, the Declaration of Condominium of Pinellas Pines Townhomes, Phase I, a Condominium, is hereby amended as follows:

- Paragraph 1.1 is deleted and in lieu thereof is inserted the following:
  - 1.1 Name and address. The name of this Condominium shall be EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM, and its address shall be 2933 Pine Cone Circle, Clearwater, Florida.
- Paragraph 3.4 is deleted and in lieu thereof is inserted the following:
  - 3.4 Easements. Easements are reserved through the Condominium property as may be required for utility services in order to serve this Condominium adequately and other adjoining Condominiums;

RETURN TO: ROGER A. LARSON, Esquire, Attorney, 33540  
 Suite 415 - 3400 West Bay Drive, Largo, FL 33540

PIONEER NATIONAL TITLE INSURANCE  
 SUPERVISOR, ST. PETERSBURG, FL 33731

RETURN TO: PIONEER NATIONAL TITLE INSURANCE  
 P.O. Box 25  
 St. Petersburg, FL 33731

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 15, PAGES 89 thru 91.

700

have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1st; and if made prior to July 1st, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1st. The first assessment shall be determined by the board of directors of the Association.

The notice of said special meeting, which was conducted on December 18, 1978, included a statement of the foregoing amendments in their entirety.

EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC.

By: Charles F. Grof  
as its President

By: Betty Gage  
as its Secretary

Christine B. Johnson  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Largo,  
My Commission Expires JULY 21, 1982

Donald R. McLaughlin

Witness

Dean McLaughlin  
Witness

Sworn to and subscribed before me this 18th day of December, 1978.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of December, 1978, by Charles Grof, as President, and Betty Gage, as Secretary, of Eastwood Pines Townhomes Association, Inc., a residential condominium, a Florida corporation, on behalf of the corporation.

My Commission Expires:

Christine B. Johnson  
Notary Public

Notary Public, State of Florida at Largo,  
My Commission Expires JULY 21, 1982

RETURN TO: POST OFFICE BOX 1300 CLEARWATER, FLORIDA 33517

This Warranty Deed Made and executed the 10th day of July A.D. 1979  
 40 Rec 72  
 41 St 287  
 42 Sur 52  
 43 Int  
 Tot 113  
 McKEON CONSTRUCTION, a California corporation  
 EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.  
 and EASTWOOD PINES ASSOCIATION, INC., each  
 being a Florida non-profit corporation and own-  
 ing an undivided one-half interest in common,

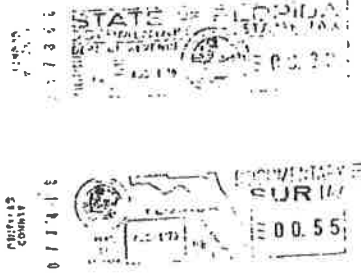
whose postoffice address is  
 2915 Pine Cone Circle, Clearwater, Florida 33520  
 hereinafter called the grantee:

(Whichever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Pinellas County, Florida, viz:

(SEE ATTACHED EXHIBIT "A")

MAIL TO  
 JOHN HONN, BLAKELY & JENSEN, P.A.  
 POST OFFICE BOX 360  
 CLEARWATER, FLA. 33617  
 THE INSTRUMENT PAID FOR BY AMERICAN  
 SUGAR A. LAMON, CHIEF, HODGE & LAMON, P.A.  
 1001 N. W. 10th St. Suite 100  
 Largo, Florida 33480



AUG 6 4 46 PM '79  
 CLEARWATER, FLA.

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

**In Witness Whereof** the grantor has caused these presents to be executed in its name and under seal, and has hereby authorized its signature to be affixed on the day and year first above written.  
 McKEON CONSTRUCTION

Signed, sealed and delivered in the presence of:

*[Handwritten signatures]*

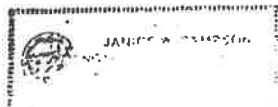
By *[Handwritten signature]* - L.S.

STATE OF CALIFORNIA  
 COUNTY OF SAN MATEO

The foregoing instrument was acknowledged before me this 10th day of July 1979, by Stephen H. Mawley, Vice President, of McKEON CONSTRUCTION, a California corporation, on behalf of the corporation.

*[Handwritten signature]*  
 Notary Public  
 My Commission Expires: Dec. 25 1981

STAMPS





## EASTWOOD SHORES

Revised Tennis Court Legal  
Pinellas County Florida

Legal Description:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29  
Range 16 East, Pinellas County, Florida; thence run N. 88°45'11"W along  
the North line of said quarter section a distance of 823.60 feet to a point; thence  
run S. 1°14'49"W a distance of 173.43 feet to the Point of Beginning; from said  
P. O. B. run S. 88°45'11"E, a distance of 93.00 feet to a point; thence run  
S. 1°14'49"W, a distance of 126.00 feet to a point 4.0 feet North of the Northerly  
line of Pinellas Pines Phase I (a condominium); thence run S. 88°45'11"E,  
parallel to and 4.0 feet Northerly of said line a distance of 197.46 feet to a point  
on the Westerly right-of-way line of Bough Avenue; thence S. 0°32'20"E, along  
said right-of-way line a distance of 4.00 feet to a point on the said Northerly line  
of Pinellas Pines Phase I; thence N. 88°45'11"W, along said Northerly line and  
continuing along the Northerly line of Pinellas Pines Townhomes Phase I (a  
condominium) a distance of 417.94 feet to a point on the Easterly right-of-way  
line of Pine Cone Circle; thence Northerly along said right-of-way line along  
the arc of a curve to the left a distance of 4.25 feet, said curve having a radius of  
96.00 feet, a chord of 4.25 feet, bearing N. 18°42'17"W, to a point; thence  
S. 88°45'11"E parallel to and 4.00 feet Northerly from the said Northerly  
line of Pinellas Pines Townhomes Phase I a distance of 112.91 feet to a point,  
thence N. 1°14'49"E a distance of 126.00 feet to a point; thence S. 88°45'11"E,  
16.50 feet to the Point of Beginning.

MAIL TO:  
JOHNSON, MAKELY & POTY P.A.  
POST OFFICE BOX 1466  
CLEARWATER, FLA. 3351

01100 10, 1978



CONSENT OF MORTGAGEE

THIS CONSENT, made and entered into this 5<sup>th</sup> day of April, 1977, by REPUBLIC NATIONAL BANK OF DALLAS, hereinafter referred to as "MORTGAGEE."

WITNESSETH

WHEREAS, REPUBLIC NATIONAL BANK OF DALLAS, is the owner and holder of a mortgage dated May 2, 1973, and filed for record June 1, 1973, in O. R. Book 4000, Page 653, as Clerk's Instrument No. 73074204, Pinellas County, Florida, and Mortgage dated July 30, 1973, filed August 28, 1973, in O. R. Book 4071, Page 1414, as Clerk's Instrument No. 73118437, Pinellas County, Florida; and Mortgage dated October 9, 1973, filed for record October 25, 1973, in O. R. Book 4095, Page 612, as Clerk's Instrument No. 73149487, Pinellas County, Florida; which mortgages were modified by Amendment to Mortgages, dated April 16, 1976, filed May 14, 1976, in O. R. Book 4411, Page 837, as Clerk's Instrument NO. 76069600; and

WHEREAS, the mortgage encumbers the land described in the Declaration of Condominium of PINELLAS TOWNHOMES PHASE I, a condominium, recorded October 25, 1973, in O. R. Book 4095, Page 565 of the Public Records of Pinellas County, Florida, as Clerk's Instrument No. 73149485; and

WHEREAS, the Mortgagee has agreed to consent to the Declaration of said condominium and this Amendment to Declaration of Condominium;

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the recordation of this Amendment to Declaration.
2. Mortgagee agrees that the lien of the mortgage, as the same applies to and encumbers the land described in the Declaration of Condominium of PINELLAS TOWNHOMES PHASE I, a condominium as aforesaid, shall be upon the condominium parcels, units, and common elements of the said condominium.

3. This Consent shall apply and be effective solely to the land and nothing contained herein shall affect, alter or modify in any manner whatsoever the terms and conditions, liens, operations, effect and priority of the mortgage upon any real property encumbered by the mortgage.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officers or owners, as the case may be, the day and year first above written.

Witnesses: REPUBLIC NATIONAL BANK OF DALLAS

Thomas M. Coates

By: [Signature] (SEAL)  
Vice President

William H. [Signature]

STATE OF ~~FLORIDA~~ <sup>Texas</sup> )  
Dallas )  
COUNTY OF ~~DADE~~ <sup>DALLAS</sup> )

The foregoing instrument was acknowledged before me, this 5th day of April, 1977, by John M. Hamstra, Vice President of the REPUBLIC NATIONAL BANK OF DALLAS, a national bank association, on behalf of the ~~company~~ association.

[Signature]  
Notary Public

My Commission Expires:

6-1-77

CLERK OF CIRCUIT COURT  
JUN 14 11 32 AM '83

33111904

AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM  
Recorded in O. R. Book 4095, Page 565 et seq., as amended  
in O. R. Book 4546, Page 1544 et seq.,  
Public Records of Pinellas County, Florida

In accordance with the provisions of the Declaration of Condominium of EASTWOOD PINES TOWNEHOMES, PHASE I, a Condominium, as recorded in the Public Records of Pinellas County, Florida in Official Records Book 4095, Page 565 et seq., as amended in Official Records Book 4546, Page 1544 et seq., and specifically in accordance with the provisions set forth therein and under and pursuant to the By-Laws of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC. and the laws of the State of Florida, said Declaration of Condominium is herewith and hereby amended by this Amendment, as follows:

1. Article 10, Paragraph 10.6, as recorded in O. R. Book 4095, Page 580, Public Records of Pinellas County, Florida, is hereby specifically amended and modified in its entirety, to provide as follows:

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10.6 Leasing.

Only entire townhome units may be leased. In the event of unit leasing, occupancy may only be by the lessee, family of lessee and guests. Any lease shall be subject to all covenants, conditions, restrictions, limitations, rules and regulations contained in the Declaration of Condominium and the By-Laws of the Association and separate rules and regulations of the Association. All leases must have a term of not less than one (1) year, and no transient tenants may be accommodated.

CERTIFICATE OF ADOPTION OF  
THE AFORESAID AMENDMENT

The undersigned officers of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, hereby certify that the foregoing Amendment to Declaration of Condominium of EASTWOOD PINES TOWNEHOMES ASSOCIATION, PHASE I, and the By-Laws of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC. was duly adopted by resolution approved by not less than the majority of the Board of Directors of the 12th day of February, 1980, by vote of not less than sixty-six and two-thirds (66 2/3%) percent of the members entitled to vote, at a meeting of the Association held on the 12th day of February, 1980, and it is certified that all the requirements of the Declaration of Condominium, Articles of Association and By-Laws have been met and complied with in the adoption of the aforesaid Amendment.

THIS INSTRUMENT PREPARED BY & RETURN TO:  
DAVID A. BACON, ESQUIRE  
BACON & BACON, P. A.  
2959 First Avenue North  
Post Office Box 13576  
St. Petersburg, FL 33733-3576

recorded in Condominium Plat Book 15 Pages 16-20.

RETURN TO

IN WITNESS WHEREOF, the undersigned officers of EASTWOOD PINES TOWNHOMES ASSOCIATION, INC. a non-profit corporation, being all of the officers of said Association, have hereunto set their hands and seals as and for the Association this 14th day of March, 1983.

Witnesses:

*Donna J. Lyle*  
*Gregory P. Waldron*  
*Donna J. Lyle*  
*Gregory P. Waldron*  
*Donna J. Lyle*  
*Gregory P. Waldron*  
*Donna J. Lyle*  
*Gregory P. Waldron*

EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.

By: *William M. Cochrane*  
President

By: *Dale M. Smith*  
Vice President

By: *Joyce Cherry*  
Secretary

By: *Charles N. Godwin*  
Treasurer

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, personally appeared, WILLIAM M. COCHRANE, President, DALE M. SMITH, Vice President, JOYCE CHERRY, Secretary, and CHARLES N. GODWIN, Treasurer, to me well known to be the individuals described in and who executed the foregoing instrument as President, Vice President, Secretary, and Treasurer, respectively, of the above named EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, and severally acknowledged to and before me that they executed such instrument as such officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that is was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14th day of March, 1983.

My commission expires:  
Notary Public, Florida, State of Large  
My Commission Expires Oct 28, 1985  
Bonded thru Legal Insurance Agency

*Lois Marie Thof*  
NOTARY PUBLIC



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AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

EASTWOOD PINES TOWNHOMES, PHASE I, A CONDOMINIUM  
Pinellas County, Florida 19 14574430 72 1. 194L84  
Recorded in O. R. Book 4095, page 565, (et seq. 40 7.00  
Public Records of Pinellas County, Florida TOTAL 9.00 CJK

Declaration of Condominium Filed in  
Condensatum Plat Book 15 Pages 88-91  
33713 Petersburg, FL

THIS INSTRUMENT PREPARED BY AND RETURNS TO:  
DAVID A. BACON, Attorney at Law  
2859 First Avenue North, St. Petersburg, FL

In accordance with the Declaration of Condominium of EASTWOOD PINES TOWNHOMES, PHASE I, A Condominium, Pinellas County, Florida, recorded in the Public Records of Pinellas County, Florida, in Official Records Book 4095, pages 565, et seq., as amended, and specifically in accordance with the provisions set forth therein and in the By-Laws of Eastwood Pines Townhomes Association, Inc., said Declaration and the By-Laws of the Association are herewith and hereby amended by this Amendment, as follows:

I. AMENDMENT OF ARTICLE 12, Paragraph 12.2 (a), DECLARATION OF CONDOMINIUM:

Article 12, Amendments. Paragraph 12.2 (a) of the Declaration of Condominium of Eastwood Pines Townhomes, Phase I, is hereby amended to read as follows:

(The full text of the paragraph 12.2(a) is herewith included with the new words inserted in the text underlined and the words to be deleted lined through with hyphens.)

"12.2 (a) not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 66 2/3% a simple majority of the votes of the entire membership of the Association; or"

II. AMENDMENT OF ARTICLE 8, PARAGRAPH 8.2 (a), AMENDMENTS OF THE BY-LAWS OF EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.

Article 8, Paragraph 8.2 (a), Amendments of the By-Laws of Eastwood Pines Townhomes Association, Inc., is hereby amended to read as follows:

(The full text of Paragraph 8.2(a) is herewith included with the new words inserted in the text underlined and the words to be deleted lined through with hyphens.)

"8. (a) not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 66-2/3% a simple majority of the votes of the entire membership of the Association; or"

III. AMENDMENT OF ARTICLE III, POWERS, PARAGRAPH 2 (f) OF THE ARTICLES OF INCORPORATION OF EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., (formerly Pinellas Pines Townhomes Association, Inc.)

Article III, Powers, Paragraph 2(f) of the Articles of Incorporation of Eastwood Pines Townhomes Association, Inc., is hereby amended to read as follows:

(The full text of Paragraph 2(f), is herewith included with the new words inserted in the text underlined and the words to be deleted lined through with hyphens.)

"2. (f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 66-2/3% a simple majority of the votes of the entire membership of the Association before such shall become effective."

IV. AMENDMENT OF ARTICLE IX, AMENDMENTS, PARAGRAPH 2(a) OF THE ARTICLES OF INCORPORATION OF EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., (formerly Pinellas Pines Townhomes Association, Inc.)

Article IX, Amendments, Paragraph 2(a) of the Articles of Incorporation of Eastwood Pines Townhomes Association, Inc. is hereby amended to read as follows: (The full text of the paragraph is herewith included with the new words inserted in the text underlined and the words to be deleted lined through with hyphens.)

"2 (a) such approvals must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than 66-2/3% a simple majority of the votes of the entire membership of the Association."

CERTIFICATE CERTIFYING THE AFORESAID AMENDMENT WAS DULY ADOPTED

The undersigned officers of the undersigned ASSOCIATION, being EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, certify that the aforesaid Amendment was duly adopted by Resolution approved by not less than the 66 2/3% vote of the members of the Board of Directors on the 9th day of January, 1984, and proposed by them to the members of the Association, who affirmatively approved the resolution adopting the Amendment, by vote of not less than 66 2/3% of the members entitled to vote, at a meeting of the members of the Association held on the 21st day of February, 1984, and certify that all the requirements of the Declaration of Condominium, Articles of Association and By-Laws have been met and complied with in the adopting of the aforesaid Amendment.

IN WITNESS WHEREOF, the undersigned officers of EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, being all of the officers of said ASSOCIATION, have hereunto set their hands and seals as and for the ASSOCIATION being the President, and Secretary, this 3rd day of April, 1984.

Witnesses: EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.
Peggy J. Alder (President)
Dean McCune (Secretary)

State of Florida )
County of Pinellas )

Before me personally appeared WILLIAM M. COCHRANE and JOYCE CHERRY to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, and severally acknowledged to and before me that they executed such instrument as such officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal this 3rd day of April, 1984.
Notary Public Signature
My Commission expires: 3/23/85

FILED

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CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a Florida non-profit corporation, under its corporate seal and the hands of its President and Secretary hereby certify that:

The members of this Corporation and the Board of Directors at a meeting called and held on February 21, 1984, adopted the following resolution:

"BE IT RESOLVED, that the Article III, Powers, Paragraph 2 (f) of the Certificate of Incorporation be amended, changed and altered to read as follows:

ARTICLE III, POWERS, Paragraph 2 (f)

"2. (f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than ~~66-2/3%~~ a simple majority of the votes of the entire membership of the Association before such shall become effective."

"BE IT RESOLVED, that Article IX, Amendments, Paragraph 2(a) of the Certificate of Incorporation be amended, changed and altered to read as follows:

ARTICLE IX, AMENDMENTS, Paragraph 2(a)

"2 (a) such approvals must be by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than ~~66-2/3%~~ a simple majority of the votes of the entire membership of the Association."

The meeting of the membership and Board of Directors of the corporation was held on February 21, 1984, and at said meeting said amendment to the Certificate of Incorporation was duly adopted by a vote of 66 2/3% of the membership.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the President and Secretary and its corporate seal to be hereunto affixed this 21 day of April, 1984.

EASTWOOD PINES TOWNEHOMES  
ASSOCIATION, INC.

BY [Signature]  
President

Attest: [Signature]  
Secretary

85019028  
Mark S. Davidson  
CLERK OF PUBLIC RECORDS

85019028

O.R. 5947 AGT 1413

Mar 11 5 03 PM '85

AMENDMENT NO. 5

0 Rec 7.00  
1 DS  
1 Int 9.00  
1 St

TO  
DECLARATION OF CONDOMINIUM  
OF

EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM,  
Pinellas County, Florida

Recorded in O. R. Book 4095, page 565, et seq.  
Public Records of Pinellas County, Florida

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 15 PAGE 89-91

In accordance with the Declaration of Condominium of EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM, Pinellas County, Florida, recorded in the Public Records of Pinellas County, Florida, in Official Records Book 4095, pages 565, et seq., and specifically in accordance with the provisions set forth therein and in the By-Laws of Eastwood Pines Townehomes Association, Inc., said Declaration is herewith and hereby amended by this Amendment No. 5, as follows:

1. 11MCR  
9.00  
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I. AMENDMENT OF ARTICLE 10.6, DECLARATION OF CONDOMINIUM:

Article 10.6, of the Declaration of Condominium of Eastwood Pines Townehomes, Phase I, is hereby amended by the addition of the following provisions:

"In the event that thirty (30%) percent of all units located within and being a part of EASTWOOD PINES TOWNEHOMES shall be leased at any time, then there shall be no further leasing of condominium units by any unit owner which shall cause or result in the total number of units leased to exceed thirty (30%) percent of the total number."

"All prospective tenants must be first approved by the Board of Directors of the Association. All prospective tenants shall submit an application for approval to the Board of Directors and shall therewith pay to the Association a non-refundable application fee of \$35.00. Such application fee shall be due and payable by the unit owner and the prospective tenant, jointly to the condominium association. There shall be no approval of any prospective tenant by the condominium association until such application fee shall have been paid."

II. AMENDMENT OF ARTICLE 10, DECLARATION OF CONDOMINIUM:

Article 10, of the Declaration of Condominium of Eastwood Pines Townehomes, Phase I, is hereby amended by the addition of the following Article 10.9 Penalty for Violation:

"Article 10.9 Penalty for Violation: The condominium association, by and through its Board of Directors, shall have the right, power and authority to impose and assess a fine upon any unit owner in the amount of \$25.00 for each violation of any rule or regulation of the Association or any term or provision of the Declaration of Condominium and all of its exhibits by the unit owner, his tenants, guests, or invitees. The penalty herein described is not exclusive and shall be in addition to all other rights and remedies of the condominium association to enforce its rules, regulations and the provisions of the Declaration of Condominium and its exhibits."

CERTIFICATE CERTIFYING THE AFORESAID AMENDMENT NO. 5  
WAS DULY ADOPTED

The undersigned officers of the undersigned ASSOCIATION, being EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a non-profit corporation, certify that the aforesaid Amendment No. 5

Ret. David Bacon  
2959 Just Ave. NW.  
St. Petersburg, Fla. 33713



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AMENDMENT NO. SIX  
 TO  
 DECLARATION OF CONDOMINIUM  
 OF  
 EASTWOOD PINES TOWNEHOMES, PHASE I  
 A CONDOMINIUM

BE IT RESOLVED that the Declaration of Condominium of Eastwood Pines Townehomes, Phase I, a Condominium located in Pinellas County, Florida, as originally recorded in O.R. Book 4095, Page 565, et seq. Public Records of Pinellas County, Florida, as previously amended, is hereby further amended as follows:

1. Article 10.5, Sale shall be amended by the addition of the following paragraph:

Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or not more than two (2) persons who are unrelated subject to the following maximum occupants per unit:

Type of Unit	Maximum Occupants
Two Bedroom Units:	four (4) persons
Three Bedroom Units:	six (6) persons

2. Article 10.6, Leasing as previously amended, shall be further amended by the addition of the following provision:

Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or not more than two (2) persons who are unrelated subject to the following maximum occupants per unit:

Type of Unit	Maximum Occupants
Two Bedroom Units:	four (4) persons
Three Bedroom Units:	six (6) persons

3. Article 10.6, Leasing, as previously amended, shall be further amended as follows:

In the event that ~~thirty-percent-(30%)~~ twenty percent (20%) of all units located within and being a part of the Eastwood Pines Townehomes shall be leased at any time, then there shall be no further leasing of condominium units by any unit owner which shall cause or result in the total number of units leased to exceed ~~thirty-percent-(30%)~~ twenty percent (20%) of the total number.

IN WITNESS WHEREOF, this instrument is executed this 22<sup>nd</sup> day of February, 1989 by a duly authorized officer of the Board of Directors of Eastwood Pines Townehomes Association, Inc., a condominium.

EASTWOOD PINES TOWNEHOMES  
 ASSOCIATION, INC.

BY: Peggy Waldon

AS: General Manager/Board of Directors

ATTESTATION AND ACKNOWLEDGEMENT CONTINUED ON NEXT PAGE

Condominium Plat Book 15 Pages 16 thru 20.

Prepared by: PAUL H. BACON ESQ  
 & Return to: BACON + BACON  
JOHN BACON, HARRISON,  
JOHN SMITH & GODDARD, PA  
POST OFFICE BOX 13576  
ST. PETERSBURG, FL 33708  
 RETURN TO: ST. PETERSBURG, FL 33708

Secretary  
STATE OF FLORIDA  
COUNTY OF WASHINGTON

Before me personally appeared Debra [unclear] and [unclear]  
individuals described in and who executed the foregoing instrument,  
and Secretary of said corporation and Secretary of said corporation  
and before me that they executed such instrument and  
such [unclear] and Secretary of said corporation  
and that the seal affixed to the foregoing instrument is the  
seal and that it was affixed by due and regular corporate authority  
and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal this 21 day of March  
1989.

Debra [unclear]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

sastwood.res  
dlj.021889

This instrument prepared by  
and return to:  
David A. Bacon, Esq.  
2959 First Avenue North  
St. Petersburg, Florida 33713

AMENDMENT NO. SEVEN  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EASTWOOD PINE TOWNEHOMES, PHASE I, A CONDOMINIUM

Filed In Condominium Plat Book 15 Pages 89 Thru 91

BE IT RESOLVED that the Declaration of Condominium of Eastwood Pines Townhomes, Phase I, a Condominium located in Pinellas County, Florida, as originally recorded in O.R. Book 4095, page 565, et seq., Public Records of Pinellas County, Florida, as previously amended, is hereby further amended as follows:

1. **Late Fee:** Subparagraph 6.2 of the Declaration of Condominium shall be amended by the addition of the following:

6.2 Any unit owner who shall fail to timely pay the monthly installment of maintenance fees on or before the 10th day of each month, then such unit owner shall pay to the Association an additional sum to be calculated at the rate of \$1 per day for each day following the 10th day of the month until such maintenance fee installment shall be paid.

2. Except as specifically amended by this Amendment, all terms, provisions, and conditions of the Declaration of Condominium and all exhibits thereto shall be and remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed this 12 day of March, 1991, by a duly authorized officer of the Board of Directors of Eastwood Pines Townhomes Association, Inc.

EASTWOOD PINES TOWNEHOMES  
ASSOCIATION, INC.

Wm Cochran  
BY:

ATTEST:  
Secretary  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared Donal Harry and Wm Cochran, to me well known known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of said corporation and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal and that it was affixed by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal this 12 day of March, 1991.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 18, 1992  
ewoodpin.amd/dlj-v  
February 26, 1991

Kean McConel  
NOTARY PUBLIC



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KARLEEN F. DEBLAKER, CLERK  
RECORD VERIFIED BY: JT

was duly adopted by resolution approved by not less than the majority of the Board of Directors on the 10th day of December, 1984, and proposed by them to the members of the Association, who affirmatively approved the resolution adopting the Amendment, by vote of not less than fifty (50%) percent of the members entitled to vote. At a meeting of the members of the Association held on the 23rd day of February, 1985, and certify that all the requirements of the Declaration of Condominium, Articles of Association and By-Laws have been met and complied with in the adopting of the aforesaid Amendment No. 5.

IN WITNESS WHEREOF, the undersigned officers of EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, being all of the officers of said ASSOCIATION, have hereunto set their hands and seals as and for the ASSOCIATION being the President, and Secretary, this 25 day of February, 1985.

Witnesses:  
Donald R. McPinnick  
Joseph P. Seldner

EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.  
Don McPinnick (SEAL)  
President  
Joseph Chvey (SEAL)  
Secretary

State of Florida )  
County of Pinellas )

Before me personally appeared Don McPinnick and Joseph Chvey, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, and severally acknowledged to and before me that they executed such instrument as such Officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal this 25 day of March 1985.

Don McPinnick  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Expiration Expires Oct. 28, 1986

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
DAVID A. BACON  
BACON & BACON, P.A.  
2959 First Avenue North  
St. Petersburg, FL 33713

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AMENDMENT NO. EIGHT  
CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
OF PINELLAS PINES TOWNEHOMES, PHASE I, A CONDOMINIUM

We, William Cochrane, as President, and Lorraine Voutsunas, as Secretary of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., do hereby certify that by not less than 66 2/3% of the entire membership of the Board of Directors and by not less than a majority of the entire membership of the Association, at the annual meeting of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., on February 8, 1994, held in accordance with the By-Laws of this Association, the following amendments were duly enacted:

Section 10.5. of the Declaration of Condominium of Pinellas Pines Townhomes, Phase I, a Condominium is amended as follows:

10.5. Sale Occupancy. ~~A townhome owner intending to make a sale of his townhome or any interest in it, except to another townhome owner, shall give to the Association reasonable notice of such intention, together with the name and address of the intended purchaser, and such other information as the Association may reasonably require. It shall be the duty of the Association to furnish a certificate by its duly authorized officer or agent of receipt of notice which shall be recorded in the public records of Pinellas County, at the expense of seller and no sale shall be valid without such certificate.~~ Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean ~~two (2)~~ one (1) or more persons related by marriage or consanguinity, or ~~not~~ not more than two (2) persons who are unrelated subject to the following maximum occupants per unit:

Type of Unit	Maximum Occupants
Two Bedroom Units:	four (4) persons
Three Bedroom Units:	six (6) persons

PREPARED BY & RETURN TO:  
STEVEN H. MEZER, P.A.  
1212 COURT ST., SUITE B  
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING  
HERETO ARE RECORDED IN  
CONDOMINIUM PLAT BOOK 15  
PAGES 89 THRU 91 AND THE  
DECLARATION OF CONDOMINIUM IS  
RECORDED IN O.R. BOOK 4095,  
PAGE 566, ET SEQ.

KARLEEN F. DEBLAKER. CLERK

Section 10.6. of the Declaration of Condominium of Pinellas Pines Townehomes, Phase I, a Condominium is amended as follows:

~~10.6. Leasing. Only entire townhome units may be leased. In the event of unit leasing, occupancy may only be by the lessee, family of lessee and guests. Any lease shall be subject to all covenants, conditions, restrictions, limitations, rules and regulations contained in the Declaration of Condominium and the By-Laws of the Association and separate rules and regulations of the Association. All leases must have a term of not less than one (1) year, and no transient tenants may be accommodated. In the event that twenty percent (20%) of all units located within and being a part of EASTWOOD PINES TOWNEHOMES shall be leased at any time, then there shall be no further leasing of condominium units by any unit owner which shall cause or result in the total number of units leased to exceed twenty percent (20%) of the total number.~~

~~All prospective tenants must be first approved by the Board of Directors of the Association. All prospective tenants shall submit an application for approval to the Board of Directors and shall therewith pay to the Association a non-refundable application fee of \$35.00. Such application fee shall be due and payable by the unit owner and the prospective tenant, jointly to the condominium association. There shall be no approval of any prospective tenant by the condominium association until such application fee shall have been paid.~~

~~Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or not more than two (2) persons who are unrelated subject to the following maximum occupants per unit:~~

Type of Unit	Maximum Occupants
Two Bedroom Units:	four (4) persons
Three Bedroom Units:	six (6) persons

10.6 Conveyances, sales, leases and transfers. In order to assure a community of congenial residents and occupants and protect the value of the residences and to further the continuous harmonious development of the community, the sale and lease of units shall be subject to the following provisions which shall be covenants running with the land.

A. No sale, transfer, lease or conveyance of a unit shall be valid without the approval of the Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval may be withheld upon receipt of reliable information disclosed by references, credit history, or other reasonable investigation of the proposed purchaser or tenant. However, the foregoing shall not require the investigation of any prospective purchaser or tenant and is not a guarantee of good character or personal history. Approval shall be in recordable form, signed by an officer of the Association and

shall be delivered to the purchaser or lessee and made a part of the documents of conveyance. No lease shall be approved or permitted for a term of less than one (1) year. Only one lease per unit shall be approved in any one year. No corporate lessees shall be approved.

B. A unit owner, including an institutional mortgagee who has received title to the unit through foreclosure or deed in lieu of foreclosure, intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell, to lease, or to transfer an interest in his unit, together with the name and address of the intended purchaser, lessee, or transferee, such other information as the Association may reasonably require, a non-refundable fee of \$35.00, and the terms of the proposed transaction including a copy of the proposed contract or lease. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. Failure of the Association to act in twenty (20) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

D. The provisions of this Article shall apply to original and all successive sales, leases, transfers and assignments. Subleasing is prohibited. However, no fee shall be required for transfers between a husband and a wife or for the approval of the renewal of any lease.

E. No residence shall be sold or leased, nor shall approval be given for the same, until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed purchaser or lessee can qualify as to the use restrictions.

F. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Declaration of Condominium and shall be liable for the violations by his lessee of any and all use restrictions, including the rules and regulations.

G. The lessor or seller shall provide a copy of the Declaration of Condominium and Rules and Regulations to the lessee or buyer who shall acknowledge receipt of same in writing prior to consideration of any application for sale or lease approval.

H. Every purchaser or lessee who acquires any interest in a unit shall acquire the same subject to this Declaration of Condominium, the provisions of the Bylaws of the Association and the provisions of Florida law. Lessees who commit material violations of the Declaration of Condominium may be evicted by the Association at the expense of the lessor after reasonable notice by the Association.



I. Only entire townhome units may be leased. In the event of unit leasing, occupancy may only be by the lessee, family of lessee and guests.

J. In the event that twenty percent (20%) of all units located within and being a part of EASTWOOD PINES TOWNEHOMES shall be leased at any time, then there shall be no further leasing of condominium units by any unit owner which shall cause or result in the total number of units leased to exceed twenty percent (20%) of the total number.

K. In the event of attempted conveyance or lease in contravention of the directions herein contained, the Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance. Any attempted sale, transfer or lease made or attempted without the approval of the Association as provided herein shall be void unless subsequently approved by the Association.

EASTWOOD PINES TOWNEHOMES  
ASSOCIATION, INC.

(CORPORATE SEAL)

By: William Cochrane  
William Cochrane, President

ATTEST:

Lorraine Voutsunas  
Lorraine Voutsunas, Secretary

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11 3010 - 00000760  
AGR-PINELLAS PINES PHASE I  
RECORDING 1 \$24.00

STATE OF FLORIDA )  
                          )  
COUNTY OF PINELLAS )

TOTAL: \$24.00  
CHARGE AMOUNT \$24.00

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 1994 by William Cochrane and Lorraine Voutsunas, President and Secretary, respectively, of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., who are personally known to me or who have produced \_\_\_\_\_

\_\_\_\_\_ as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Declaration of Condominium for Pinellas Pines Townhomes, Phase I, a Condominium, 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.

Elizabeth Jean Anderson (SEAL)  
Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print or Type Notary Signature



Notary Public, State of Florida  
Elizabeth Jean Anderson  
My Comm. Exp. May 19, 1996  
Comm. No. CC 202675

\_\_\_\_\_  
Commission Number

My Commission Expires:

CODING: The full text to be amended is stated: New words to be inserted are double-underlined, ~~words to be deleted are lined through with hyphens.~~