

INST # 98-131550

APR 29, 1998 10:28AM

AMENDED DECLARATION TO TOWN APARTMENTS, CONDO # 3~~AMENDMENT~~

PERTAINING TO DECLARATION OF CONDOMINIUM OWNERSHIP OF TOWN APARTMENTS, INC., NO. 3, A CONDOMINIUM, AS RECORDED BY THE PINELLAS COUNTY CLERK IN O.R. BOOK 2194, PAGES 278-295 and BY-LAWS OF TOWN APARTMENTS, INC. NO. 3 AS RECORDED IN O.R. BOOK 2194, PAGES 318-334.

WHEREAS, the Directors of said Association desire to amend the Declaration of Condominium pertaining to change of Maintenance Contractor, rentals/leases, real estate auctions, pets, vehicle parking and vehicle repairs.

WHEREAS, the Directors of said Association desire to amend the By-Laws pertaining to Annual Meeting and leasing.

WHEREAS, a special meeting of the Unit Owners of said Association was duly called in accordance with the By-Laws of said Association on ~~APRIL~~ **14**, 1998, after proper notice was given to each unit owner.

WHEREAS, at such special meeting there was present a quorum as defined by the Declaration of Condominium and the By-Laws for Town Apartments, Inc., No. 3.

WHEREAS, after due consideration of said proposed Amendment, same was presented for a vote and accepted by the three-fourths (3/4) required percentage of Unit Owners according to the provisions of the By-Laws, Articles of Incorporation and the Declaration for said Association.

THEREFORE, resolved, the following paragraphs, sub-paragraphs and articles shall and hereby be amended as shown.

DECLARATIONS:

Par. 9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. However, with the exception of those expenditures contracted for in that certain Management Contract with ~~CORAL MANAGEMENT CO., INC.~~, UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC., said contract being attached hereto as Exhibit "D".

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

Par. 14. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in Paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said ~~CORAL MANAGEMENT CO., INC.~~ UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC., in accordance with the Management Contract referred to as Exhibit "D".

Par. 15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter with the exception of those

PREPARED BY: RETURN TO...

Harry K. Hill
6055 21st St N Apt 19
St Petersburg, FL 33714-4765

PINELLAS COUNTY FLA.

OFF. REC. BK 10076 PG 778

RECORDING
15.00

TAL 15.00

Condominium plans, pertaining
here to are recorded in plat
book 1 page 5

responsibilities for management as provided for by the Association with ~~CORAL MANAGEMENT CO., INC.~~ UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC., in accordance with the Management Contract attached hereto as Exhibit "D", shall be as follows:

Par. 15(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner, with the exception of those responsibilities for management as provided for by the Association with ~~CORAL MANAGEMENT CO., INC.~~ UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC., in accordance with the management contract attached hereto as Exhibit "D", shall be as follows:

Par. 18(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented, ~~without the prior written approval of the Association, and the terms and conditions of said lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.~~

~~In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance or transfer of the member's membership and interest in a condominium parcel or upon the death of the Lessee.~~

Par 18(c) CORPORATE PURCHASER: If the purchaser ~~or Lessee~~ is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

Par. 18(f) REAL ESTATE AUCTIONS are not permitted within the United Associations of Town Apartments North, Inc. complex or within the individual Association buildings. With advanced permission from a unit owner or agent of a unit owner, a prospective purchaser may be admitted to the premises to inspect the unit. The prospective purchaser must at all times be accompanied by the owner or his/her agent while on United Associations of Town Apartments North, Inc. property or within the individual Association buildings. The unit owner or agent is responsible for full compliance with all rules and regulations of the United Associations of Town Apartments North, Inc. and the individual Association buildings.

Par. 20(b) Keep no pets or other animals in his unit and the common elements, ~~only under regulations established by the Association.~~

Par. 20(j) Parking shall be limited to passenger automobiles, ~~or~~ passenger stationwagons or passenger vans in the parking space allotted.

Par. 20(k) No repair work on vehicles on Association property except emergencies; such as tire changing, battery charging (jump starting) and towing is permitted. All vehicles are required to be currently licensed and able to move under their own power.

BY-LAWS:

Article V, Section 2B. Regular annual meetings subsequent to 1966 shall be held on the second ~~Monday of July~~ Tuesday of January of each succeeding year, if not a legal holiday, and, if a legal holiday, then on the next secular day following;

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

(CODING: Underscored type indicate changes from the original Declarations/By-Laws; lines through words or sentences indicate deletions.

RESOLVED, further, that the said amendment is hereby adopted and approved and the Board of Directors is directed to have same recorded in the Public Records of Pinellas County, Florida.

Town Apartments, Inc. No. 3

Harry K. Hill
President

Gloria Robinson
Secretary

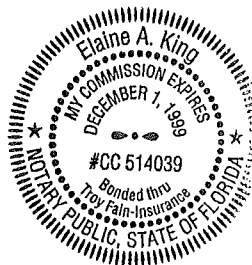
STATE OF FLORIDA

COUNTY OF PINELLAS

Before me personally appeared HARRY K. HILL and GLORIA ROBINSON, the President and Secretary of Town Apartments, Inc. No. 3, well known to me to be the persons described in and who executed the foregoing Amendment for the purpose therein expressed. Witness by hand and official seal 24th day of April, 1998.

Elaine A. King
Notary Public

My Commission Expires:



6C192534 JAG	04-29-1998	09:20:44
01 AGR-TOWN APTS CONDO #3		
RECORDING	1	\$15.00
	TOTAL:	\$15.00
CASH AMT. TENDERED:		\$20.00
CHANGE:		\$5.00

PINELLAS COUNTY FLA.

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