

1992 AMENDMENTS

TO

DECLARATION OF CONDOMINIUM OWNERSHIP OF
TOWN APARTMENTS, INC. NO. 15, A CONDOMINIUM

Declaration 1. (last sentence)

Subject to such easements that may be noted for utilities and drainage which are dedicated for the use of ~~General Management-Service-Inc.~~ U.A.T.A.N., a Florida Corporation, for such use as may be required and for the use of the telephone, power and gas companies as they may require.

Declaration 3. DEFINITIONS:

(3) U.A.T.A.N. means United Associations of Town Apartments North, Inc.

Declaration 12. AMENDMENT OF DECLARATION: This Declaration

may be amended by affirmative vote of ~~three-fourths-(3/4)~~ two-thirds (2/3) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws attached to 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 other record owners of liens thereon; nor shall any amendment in any manner impair the Maintenance Agreement with the said ~~General-Management-Service-Inc.~~ U.A.T.A.N., attached as Exhibit "B".

Declaration 14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

Common expenses shall be assessed against each condominium parcel owner by the Association as provided in paragraph 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said ~~General-Management-Service-Inc.~~ U.A.T.A.N. in accordance with the Maintenance Agreement referred to as Exhibit "B".

1.

CODING: Words stricken are deletions; words underlined are additions.

Declaration 15. MAINTENANCE:

The responsibility for the maintenance of the condominium unit and parcels as it may apply hereafter with the exception of these responsibilities for management as provided for by the Association with ~~General-Management-Company-Inc.~~ U.A.T.A.N. in accordance with the Maintenance Agreement attached hereto as Exhibit "B", shall be as follows:

(a) BY THE ASSOCIATION:----

(1) All portions of the units (except interior wall surfaces, carports and exterior awnings) contributing to the support of the buildings, which portion shall include, but not be limited to, the outside walls of the buildings, and load bearing columns. (Carports and awnings are limited common elements and therefore unit owners responsibility.)

(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 ~~General-Management-Company-Inc.~~ U.A.T.A.N., in accordance with the Maintenance Agreement attached hereto as Exhibit "B", shall be as follows:

(5) All unit parcels to have workable garbage disposals. The obligation for the upkeep, repair, and/or replacement of garbage disposals shall be the responsibility of the unit parcel owner or his/her heirs.

Declaration 18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other-than-Developer shall be subject to the following provisions:

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented. ~~without-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-of-the-member's-membership-and-interest-in-a-condominium parcel-or-upon-the-death-of-the-lessee.~~

(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.

Declaration 20. OBLIGATION OF MEMBERS:----

(a) Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner. Single family is hereby defined to be one (1) or more adults-related-by-blood-or-marriage-in which the total occupancy is limited to two (2) persons per bedroom plus a caretaker, and no one person under sixteen (16) years of age. And no member or occupant of any one or more of the condominium units shall wash clothing or other fabric material within any of the units.

(1) Use and occupancy of the unit parcel during the absence of the unit owner or owners:

(a) Prior to occupancy, owner must first address a signed statement to the President of the Board of Directors setting forth the relationship of the visitors to the owner, and stating that the visitors are neither tenants or lessees and that these visitors are not paying for the use and occupancy of the unit parcel.

(b) Guests of absentee owners may have use of the unit parcel for a period no longer than thirty (30) days. Extension of time may be given at the discretion of the Board of Directors on an individual basis. The number of such guests shall be limited by the size of the unit parcel.

(b) ~~An owner that moves into the condominium parcel with a pet in the event said pet dies thereafter, the owner cannot and shall not be permitted to replace said pet.~~ Pets, other than bowled fish or a caged bird are strictly forbidden, and shall be cause for refusal to purchase.

(h) Make or cause any structural alteration to and in the building, specifically including, but not limited to, screening or enclosure of private balconies and/or affixing outside shutters to windows, except storm shutters, the design and make to be approved by the Association, or removal of any additions or improvements or fixtures from the buildings, or do any act that will impair the structural soundness of the buildings. Hurricane shutters must conform to specifications adopted by U.A.T.A.N. Such shutters are limited common elements and the installation, replacement, and maintenance are therefore unit owners responsibility.

(i) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians with proper permits issued by Plumbing or Electrical Inspectors and authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

(l) Washing machines may be installed provided installation meets location and plumbing specifications approved by U.A.T.A.N.

(j) Parking shall be limited to passenger automobiles or passenger station wagons in the parking spaces allotted. Parking shall be limited to non-commercial vehicles (no advertising or phone numbers). Vans must be owners only transportation, fit properly into designated space without disrupting the parking area of others. No repair work on vehicles on condominium property except emergencies such as, tire changing, battery charging (jump starting), and towing. All vehicles are required to be currently licensed and able to move under their own power.

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01 DCL-AND TWN APT
RECORDING 1 \$28.50
TOTAL: \$28.50
CASH AMT. TENDERED: \$40.00
CHANGE: \$11.50

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me personally appeared Frank L. Bahley
and Sandra Lickup, the President and Secretary of
Town Apartments, Inc., No. 15, to me well known and known to me to be the
persons described in and who executed said Amendment and acknowledged to
and before me that they executed said Amendment for the purpose therein
expressed.

WITNESS, my hand and official seal this 12th day of
February, 1997.

Elaine A. King
Notary Public

CODE; CROSSED OUT WORDS = DELETED VERBIAGE
UNDERLINED WORDS = ADDED VERBIAGE

