

PINELLAS COUNTY  
CLERK CIRCUIT COURT

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DECLARATION OF CONDOMINIUM

OF

O.R. 5009 PAGE 52

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CONCORD ARMS CONDOMINIUM, A CONDOMINIUM

DUNEDIN, FLORIDA  
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DECLARATION, made this 11th day of April, 1980 by CONCORD ARMS OF PINELLAS, INC., A Florida Corporation, hereinafter called the Developer for itself, its successors, grantees, and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended, herein called the Condominium Act.

(a) The name by which this condominium is to be identified is CONCORD ARMS CONDOMINIUM, a condominium, herein called the condominium, and its address is 2566 and 2570 Gary Circle, Dunedin, Florida.

(b) The land owned by the Developer which is hereby submitted to the Condominium form of ownership is more particularly described in the attached Exhibit "A", which land is herein called the property.

2. DEFINITIONS. The terms used herein and the ByLaws (attached as Exhibit "C") shall have the meanings stated in the Condominium Act and as follows:

(a) "Association" means the CONCORD ARMS CONDOMINIUM ASSOCIATION INC., and its successors.

(b) "Common elements" shall be all the parts of the Condominium property more specifically defined in paragraph 6 below.

(c) "Common expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, or replacements of the common elements, and of the portions of apartments to be maintained by the Association; (2) expenses declared common expenses by provisions of this Declaration or by the ByLaws; and (3) any valid charge against the condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded.

(d) "Utility services" as used in the Condominium Act and construed with reference to the condominium, and as used in this Declaration and the ByLaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

3. IDENTIFICATION. The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "F". The construction of the improvements described therein is sufficiently complete so that such material, together with the wording of this Declaration is a true and correct representation of the improvements described, and there can be determined therefrom the identification, location, and dimensions of the common elements and of each condominium unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no condominium unit bears the same designation as does any other condominium.

4. DEVELOPER'S UNITS AND PRIVILEGES.

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CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 41 PG 11 THRU 14 INCL.

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(a) The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person or entity approved by him. Said developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

(b) The Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, provided that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed against unit owners other than the developer.

5. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning the following items:

(a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

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

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installations in connection therewith required for the furnishing of services to more than one condominium unit or to the common elements.

(g) The common elements designated by this declaration may be enlarged by an amendment to this declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The amendment shall be approved and executed in the manner required by this Declaration, and shall be executed in the Association. Such amendment shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided share as the undivided shares in the common elements that are appurtenant to the units owned by them.

(h) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

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- (i) An undivided share in the common elements.
- (j) Cross easements for ingress, egress, support, maintenance repair, replacement and utilities.
- (k) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exist or hereafter may exist and such easements shall continue until such encroachment no longer exists.

(l) The exclusive right to use such portion of the common elements as may be provided by this Declaration.

6. SHARES OF COMMON ELEMENTS AND EXPENSES. Each unit owner shall own a share in the common elements and in any surplus possessed by the Association, and be liable for common expenses as follows:

| <u>Building "A"</u> |      |    |      | <u>BUILDING "B"</u> |      |    |      |
|---------------------|------|----|------|---------------------|------|----|------|
| 1                   | 5.5% | 7  | 5.5% | 1                   | 5.5% | 7  | 5.5% |
| 2                   | 4.0% | 8  | 4.0% | 2                   | 4.0% | 8  | 4.0% |
| 3                   | 3.0% | 9  | 3.0% | 3                   | 3.0% | 9  | 3.0% |
| 4                   | 3.0% | 10 | 3.0% | 4                   | 3.0% | 10 | 3.0% |
| 5                   | 4.0% | 11 | 4.0% | 5                   | 4.0% | 11 | 4.0% |
| 6                   | 5.5% | 12 | 5.5% | 6                   | 5.5% | 12 | 5.5% |

(a) Common expenses shall include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by law, this Declaration or by ByLaws. 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.

(b) The common surplus shall be owned by unit owners in the share as provided above.

7. MAINTENANCE AND ALTERATION OF CONDOMINIUM UNITS.

(a) The Association shall maintain, repair and replace

1. all portions of a condominium unit, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the condominium building and all fixtures on the exterior thereof; boundary walls of condominium units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

2. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a condominium unit maintained by the Association; and all such facilities contained within a condominium unit which service part or parts of the condominium other than the condominium unit within which it is contained; but

3. Not including interior, non load-bearing surfaces.

All incidental damages caused to a condominium unit by such work shall be promptly repaired at the expense of the Association.

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(b) The responsibility of the condominium unit owner shall be:

1. to maintain, repair, and replace at his expense all portions of his condominium unit including interior, non-load - bearing surfaces, but excluding the portions to be maintained, repaired, and replaced by the Association;

2. not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building;

(3) to promptly report to the Association any defect or need for repair the responsibility for which is that of the Association.

(c) Except as elsewhere reserved to the Developer, neither a condominium unit owner nor the Association shall make any alteration in the portions of a condominium unit or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety, soundness, or aesthetic appearance of the condominium building, or impair any easement, without first obtaining approval in writing of owners of all condominium units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association. The Association shall maintain, repair, pay for, and/or replace at its own expense:

(a) The responsibilities set forth in paragraph 7(a) above, and

(b) All utility charges as set forth in paragraph 9 herein.

(c) Use and expend the assessments collected to maintain, care for and preserve the condominium units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the condominium unit owners, including assessment for reserves or betterments.

(d) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(e) Enter into and upon the condominium units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation.

(f) Insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

(g) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the ByLaws and the terms and conditions of this Declaration.

(h) Employ workmen, janitors and gardeners and

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to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building.

9. UTILITY CHARGES. The Association shall bear the expense of all electric utility charges for common elements. All electric bills will be paid promptly when due.

10. GOVERNING BODY. The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation shall be CONCORD ARMS CONDOMINIUM ASSOCIATION, INC., a not for profit corporation, hereinafter called the "Association". The Articles of Incorporation are attached hereto and made a part hereof by reference and marked as Exhibit "B", and the ByLaws of the Association are attached hereto and made a part hereof by reference and marked Exhibit "C".

11. THE ASSOCIATION. The Developer and all persons after owning condominium units whose interest is evidenced by the recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(a) An owner or owners of single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the one voting member.

(b) There shall not be more than twenty (20) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns.

(c) All of the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than three (3) nor more than five (5) voting members.

12. ENFORCEMENT OF MAINTENANCE. In the event any owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce the compliance with the above provision; however, any lender or owner in the event the Association fails to comply with the terms and conditions of the Declaration or its Articles of Incorporation and ByLaws may apply to a Court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

13. ASSESSMENT, LIABILITY, MAINTENANCE, LIEN & PRIORITY INTEREST, COLLECTION. Common expenses shall be assessed against each condominium parcel of the Association as provided in paragraph 7 and 8 above, including those expenses which may

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be incurred for services which have been contracted by the Association.

(a) Every assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorney's fees, through all appeals, shall be paid by the condominium unit owner when due.

(b) Failure to pay any assessment when due shall entitle the Association to the right to record and foreclose a Claim of Lien as set forth in Chapter 718.116, Florida Statutes. All assessments which are not paid shall bear interest at the highest rate allowed by law to charge to individuals in the State of Florida.

(c) When the institutional mortgagee of a first mortgage forecloses his first mortgage, said first mortgagee acquiring title shall not be liable for assessments chargeable to the former unit owner which came due prior to acquisition of title by the said first mortgagee, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of a foreclosed mortgage. Such unpaid share shall be deemed a common expense, collectible from all owners including the acquirer of title through foreclosure.

14. INSURANCE. The insurance provided herein which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the institutional mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(b) COVERAGE.

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location, and use as the building on said land, including but not limited to vandalism and malicious mischief.

(2) PUBLIC LIABILITY: The Association will procure and keep in force public liability and workmen's compensation insurance to protect Servicemen and Maintenance Contractors employed by the Association as it deems fit, from time to time, and the Association completely from any claim or damage to persons or property or for an injury to any employee of Servicemen and Maintenance Contractors incurred while Servicemen and Maintenance Contractors or their workmen are performing any duties under the terms of this Agreement for a minimum coverage of One Million Dollars (\$1,000,000) single limit bodily injury and/or property

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damage.

(3) FLOOD INSURANCE PROTECTION: Under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a common expense.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvements within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to such unit owners and any institutional mortgagees holding mortgages on said units, if there be mortgages on said units, as their interest may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the first mortgagees holding mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the institutional mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damages within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the units owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all institutional mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 15 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, the the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

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(aa) In the event any institutional mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional mortgagees, if any, agree in writing to such application of the insurance proceeds to the purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allowable to each unit as per paragraph 7 of the Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 16 herein after.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred (100%) percent vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 16 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all

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liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any institutional mortgagee of the premises damaged.

(i) In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to paragraph 13 of this Declaration.

(j) Loss less than "very substantial": Where as loss or damage occurs to more than one unit, or the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damages is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of Mechanics' Liens to the Association, and execute any affidavit required by law or by the Association or by the aforesaid institutional mortgagee.

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(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly upon determination of the deficiency, levy a special assessment against all owners in proportion to the owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit, provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

(k) "Very substantial" damage: as used in this Declaration, or any other context dealing with this Condominium, the term, "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed as per paragraph 14 (a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 14 (a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

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(3) Thereupon a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred (100%) percent of the total vote of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 718.16, Florida Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total vote against such special assessment and to abandon the condominium project, then, it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 718, Florida Statutes. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for repairs and restoration of the above property as provided herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

(4) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

15. AMENDMENT OF DECLARATION. This Declaration may be amended in accordance with Section 718.110, Florida Statutes.

16. TERMINATION. The termination of the condominium may be affected by unanimous agreement of the owners and institutional mortgagees holding mortgages on said units, which agreement shall be an instrument or in instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pinellas County, Florida.

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17. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a condominium parcel must include all elements thereof as aforescribed, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

(a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and/or his guests or designees shall be permitted to utilize such assigned space. No repairing of automobiles, trailers, boats campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit.

(b) Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment; and maintain and repair the fixtures therein, and shall promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as hallways, etc., landscaped and grassed area, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such area, temporarily or otherwise.

(c) Each apartment shall be used only for the purpose of a single family residence.

(d) Each apartment occupant shall maintain his apartment in a clean and sanitary manner. Porches shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment; but no drying of laundry will be permitted outside of the occupant's apartment or in the courtyard, excepting in the laundry room.

(e) Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other kind whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Condominium Association. No reflecting devices or materials may be used in any of the aforementioned areas.

(f) No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests, or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played, any musical instrument, phonograph, radio or television set in his apartment or on or about the Condominium property, between the hours of 11:00 p.m. and the following 8:00 a.m., in any manner disturbing or annoying to the other occupants of the Condominium.

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Attorneys at Law  
Wither Executive Centre  
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(g) Disposition of garbage and trash shall only be by use of garbage disposal units, or by use of receptacles supplied by the Association.

(h) Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(i) No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

(j) All Official notices of the CONCORD ARMS CONDOMINIUM ASSOCIATION, INC. or of a Management Corporation, if utilized, shall bear the signature of the President and the Official Seal of the said Association and/or Management Corporation.

(k) All damage to the project caused by the moving and/or carrying of an article therein, shall be paid by the unit owner or person in charge of such article.

(l) Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

(m) These Rules and Regulations are subject to modification by the Association in accordance with the ByLaws as set forth in the Declaration of Condominium.

(n) The condominium owner may be given the right to use his parking space for automobile parking only; the parking spaces may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors. The Board of Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation.

19. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and Claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

20. INVALIDATION AND OPERATION. Invalidation of any portion of this Declaration or any provision contained in a conveyance of a condominium parcel whether by judgment or Court Order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

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(813) 384-5999

In the event any Court should hereafter determine that any provision as originally drafted herein violated the Rule Against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

21. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall be literally construed to effectuate its purpose creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718, Florida Statutes, as of date hereof.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In the Presence of

CONCORD ARMS OF PINELLAS, INC.

*[Handwritten signatures and scribbles]*

BY: *[Signature]*  
E. TOM MCGOVERN, PRESIDENT

ATTEST: *[Signature]*  
DONNA HASTIE, SECRETARY

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared E. TOM MCGOVERN and DONNA HASTIE to me well known and known to me to be the President and Secretary of CONCORD ARMS OF PINELLAS, INC., the persons described in and who executed the foregoing instrument and executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this *12<sup>th</sup>* day of *April* 1980.

*[Handwritten signature]*  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
BONDED Third Concord Arms of Pinellas

Schrader & Englander  
Attorneys at Law  
Wither Executive Centre  
5999 Central Avenue  
St Petersburg, Florida 33710  
(813) 384-5999

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, CONCORD ARMS CONDOMINIUM ASSOCIATION, INC. A Florida nonprofit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all Exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CONCORD ARMS CONDOMINIUM ASSOCIATION, INC.

*[Handwritten signatures of witnesses]*

BY: *[Signature]*  
E. TOM MCGOVERN, PRESIDENT

ATTEST *[Signature]*  
DONNA HASTIE, SECRETARY



SWORN TO AND SUBSCRIBED before me this 8 day of April

1980.

*[Handwritten signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
21 1985

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

Before me personally appeared E. TOM MCGOVERN AND DONNA HASTIE to me well known and known to be the President and Secretary of CONCORD ARMS CONDOMINIUM ASSOCIATION, INC., the persons described in and who executed the foregoing instrument and executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 8 day of April 1980.

*[Handwritten signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
21 1985

Schrader & Englander  
Attorneys at Law  
Wittner Executive Centre  
5999 Central Avenue  
St Petersburg, Florida 33710  
(813) 384-5999



JOINDER OF MORTGAGEE

LAURA DEAN PRICE, a widow, hereinafter called the Mortgagee, the owner and holder of a mortgage upon the property situated in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto, which mortgage is dated November 1, 1978 recorded November 2, 1978 in Official Records Book 4770, Page 1728 of the Public Records of Pinellas County, Florida hereby joins in making the foregoing Declaration of Condominium.

WITNESS:

Keith J. Schradler      Laura Dean Price  
Jane & Jean Mattson      LAURA DEAN PRICE

STATE OF FLORIDA    )  
                                  )  
COUNTY OF PINELLAS )

Before me the undersigned authority, this day personally appeared LAURA DEAN PRICE, to me well known and known to be the person described in the foregoing instrument and she acknowledged to me that she executed the foregoing for the purposes contained therein.

WITNESS my hand and seal this 5th day of March, 1980.

MY COMMISSION EXPIRES: Jane & Jean Mattson  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 15 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

Schrader & Englander  
Attorneys at Law  
Wittner Executive Centre  
5999 Central Avenue  
St. Petersburg, Florida 33710  
(813) 384-5999

JOINDER OF MORTGAGEE

Gordon Parham and Carol C. Parham, hereinafter called the Mortgagee, the owner and holder of a mortgage upon the property situated in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto, which mortgage is dated November 1, 1978 and filed for record November 2, 1978 in Official Records Book 4770, Page 1727 in the Public Records of Pinellas County, Florida hereby joins in making the foregoing Declaration of Condominium.

WITNESS:

James R. Lipsey

Gordon Parham  
GORDON PARHAM

Annie P. Buckley

Carol C. Parham  
CAROL C. PARHAM

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

Before me the undersigned authority, this day personally appeared GORDON PARHAM AND CAROL C. PARHAM, to me well known and known to me to be the persons described in the foregoing instrument and they acknowledged to and before me that they executed the foregoing for the purposes contained therein.

WITNESS my hand and seal this 27<sup>th</sup> day of February, 1980.

MY COMMISSION EXPIRES:

James R. Lipsey  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 16 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

Schrader & Englander  
Attorneys at Law  
Wittner Executive Centre  
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St. Petersburg, Florida 33710  
(813) 384-5999

Tropical Realty and Insurance, Inc., Trustee, hereinafter called the Mortgagee, the owner and holder of a mortgage upon the property situated in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto, which mortgage is dated April 1, 1980, hereby joins in making the foregoing Declaration of Condominium.

WITNESS:

*Phyllis M. Auger*  
*Ed C. [unclear]*

*Lesh Mallett*

STATE OF FLORIDA )  
COUNTY OF ~~PINELLAS~~ *Hesse* )

Before me the undersigned authority, this day personally appeared *Lesh Mallett* to me well known and known to me to be the persons described in the foregoing instrument and they acknowledged to and before me that they executed the foregoing for the purposes contained therein.

WITNESS my hand and seal this *9th* day of April, 1980.

*Maree C. Overholt*  
NOTARY PUBLIC

My Commission Expires:

*5/2/83*  
Notary Public, State of Florida at Large  
My Commission Expires May 2, 1983



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THE S.174.70 FEET OF LOT 5 AND THE N. 60.0 FEET OF LOT 4  
BLOCK L, DUNEDIN CAUSEWAY CENTER, DUNEDIN, FLORIDA, AS  
RECORDED IN PLAT BOOK 59, PAGES 20, 21 & 22, PUBLIC  
RECORDS OF PINELLAS COUNTY, FLORIDA, AND MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: FROM THE S.W. CORNER OF SAID LOT 5,  
RUN N.11° 44' 00" W. 174.70 FT; THENCE PARALLEL TO S. LOT  
LINE N. 78° 16' 00" E. 165.0 FT. TO THE W. RIGHT OF WAY LINE  
OF GARY CIRCLE; THENCE ALONG THE SAID RIGHT OF WAY LINE  
S. 11° 44' 00" E. 174.70 FT; THENCE ON A CURVE LEFT WITH  
THE RADIUS OF 140.0 FT, AND ARC OF 62.01 FT. A CHORD BEARING  
OF S. 24° 24' 52" E. CHORD LENGTH 61.50 FT; THENCE PARALLEL  
TO S. LOT LINE OF SAID LOT 5, S. 78° 16' 00" W. 178.51 FT;  
THENCE N. 11° 44' 00" W., 60.0 FT. TO THE P.O.B., ALL LINES  
AND BEING IN SECTION 15 TWP 28 SOUTH AND RANGE 15 EAST.

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BUILDING "A"

- 1. 5.5%
- 2. 4.0%
- 3. 3.0%
- 4. 3.0%
- 5. 4.0%
- 6. 5.5%
- 7. 5.5%
- 8. 4.0%
- 9. 3.0%
- 10. 3.0%
- 11. 4.0%
- 12. 5.5%

BUILDING "B" O.R. 5009 PAGE 93

- 1. 5.5%
- 2. 4.0%
- 3. 3.0%
- 4. 3.0%
- 5. 4.0%
- 6. 5.5%
- 7. 5.5%
- 8. 4.0%
- 9. 3.0%
- 10. 3.0%
- 11. 4.0%
- 12. 5.5%

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St. Petersburg, Florida 33710  
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ESTIMATED ANNUAL CONDOMINIUM MAINTENANCE BUDGET

| EXPENSES:   | <u>Per Month</u> | <u>Per Year</u> |
|---|------------------|-----------------|
| 1. <u>UTILITIES</u>   |                  |                 |
| A. Electricity  | \$ 109.00        | \$ 1,308.00     |
| B. Water/Sewer/Garbage  | \$ 186.00        | \$ 2,232.00     |
| 2. <u>INSURANCE</u>   |                  |                 |
| A. Building/Fire/Liability  | \$ 107.25        | \$ 1,287.00     |
| B. -Flood   | \$ 12.25         | \$ 147.00       |
| C. Pest Control Contract  | \$ 4.50          | \$ 53.00        |
| 3. <u>GARDENING</u>   |                  |                 |
| A. Grass Cutting/Hedge Clipping/<br>Fertilizing and Weeding                                 | \$ 115.00        | \$ 1,380.00     |
| 4. <u>GENERAL MAINTENANCE</u>   | \$ 406.00        | \$ 4,872.00     |
| 5. <u>RESERVE ACCOUNT FOR CAPITAL<br/>    EXPENDITURES AND DEFERRED<br/>    MAINTENANCE</u> |                  |                 |
| A. Roof Replacement   | \$ 125.00        | \$ 1,500.00     |
| Estimated life (5 years)  |                  |                 |
| Estimated Replacement Cost<br>(\$7,500.00)  |                  |                 |
| B. Building Painting  | \$ 125.00        | \$ 1,500.00     |
| Estimated life (4 years)  |                  |                 |
| Estimated Replacement Cost<br>(\$6,000.00)  |                  |                 |
| C. Pavement Resurfacing.  | \$ 72.00         | \$ 864.00       |
| Estimated life (3 years)  |                  |                 |
| Estimated Replacement Cost<br>(\$2,600.00)  |                  |                 |
| 6. TAXES UPON ASSOCIATION PROPERTY<br>(Estimated)   | \$ 200.00        | \$ 2,400.00     |
| 7. FEES PAYABLE TO DIVISION   | \$ 2.00          | \$ 24.00        |
| 8. ADMINISTRATION OF ASSOCIATION<br>(Postage, Paper Supplies, etc.)                         | \$ 6.00          | \$ 72.00        |
| 9. ACCOUNTING & PROFESSIONAL FEES   | \$ 20.00         | \$ 240.00       |
| 10. OPERATING CAPITAL   | \$ 10.00         | \$ 120.00       |
| <u>PROJECTED EXPENSE TOTAL:</u>   | \$1,500.00       | \$ 17,999.00    |

THIS IS AN ESTIMATED OPERATING BUDGET PREPARED BASED ON COSTS KNOWN AT THE TIME OF PREPARATION OF THE BUDGET WHICH IS APPROXIMATELY MARCH, 1980 AND THEREFORE, THIS BUDGET IS SUBJECT TO CHANGE IN ACCORDANCE WITH ACTUAL INCREASE IN COSTS.

INCOME

| <u>TYPE OF APARTMENT</u> | <u>MONTHLY</u> | <u>YEARLY</u> |
|--------------------------|----------------|---------------|
| 2 Bedroom                | \$ 82.50       | \$ 990.00     |
| 1 Bedroom                | \$ 60.00       | \$ 720.00     |
| Studio                   | \$ 45.00       | \$ 540.00     |

| TYPE OF APARTMENT | NUMBER OF UNITS | MONTHLY    | YEARLY       |
|-------------------|-----------------|------------|--------------|
| 2 Bedroom         | 8               | \$ 660.00  | \$ 7,920.00  |
| 1 Bedroom         | 8               | \$ 480.00  | \$ 5,760.00  |
| Studio            | 8               | \$ 360.00  | \$ 4,320.00  |
| TOTALS            | 24              | \$1,500.00 | \$ 18,000.00 |

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Witner Executive Centre  
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CONDOMINIUM AGREEMENT FOR SALE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between CONCORD ARMS OF PINELLAS, INC., a Florida Corporation, herein after referred to as the "Developer"; and

hereinafter referred to as the "Buyer".

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A LIEN RIGHT BY THE CONDOMINIUM ASSOCIATION FOR NON-PAYMENT OF ASSESSED MAINTENANCE FEES. THIS LIEN MAY BE FORECLOSED BY THE ASSOCIATION FOR NON-PAYMENT.

WITNESSETH

Developer agrees to sell and Buyer agrees to buy the Residential Condominium Unit more particularly described below for a purchase price of \$ \_\_\_\_\_, all upon the terms and conditions following:

Unit# \_\_\_\_\_ of CONCORD ARMS CONDOMINIUM, according to the Declaration thereof, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, Public Records of Pinellas County, Florida; together with all easements and appurtenances thereto.

1. TERMS OF PAYMENT:

|                               |          |
|-------------------------------|----------|
| Total unit purchase price     | \$ _____ |
| Mortgage (Institution _____)  | \$ _____ |
| Developer _____)              | \$ _____ |
| Deposit                       | \$ _____ |
| Additional Deposit            | \$ _____ |
| Balance to be Paid at Closing | \$ _____ |

A. All deposit money paid herein will be held in escrow by Schrader and Englander, Attorneys at Law, 5999 Central Avenue, St. Petersburg, Florida, who will disburse the same to the Developer at closing; Buyer will be given a receipt from escrow agent, upon request.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

B. In the event of a default by the Buyer in completing this transaction by failure to pay the balance of the purchase price or other closing costs when due, or to execute those papers necessary to be executed by him for completion and closing of this transaction, it is agreed that all monies paid herein by the Buyer shall be forfeited

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to the Developer as liquidated damages (the full measure of damages accruing to the Developer being incapable of ascertainment). The parties specifically authorize and release the escrow agent to effectuate this provision.

C. Buyer will pay all costs of any mortgage he wishes to obtain for the Condominium unit.

2. TITLE:

A. Developer will provide Buyer with an Owners Title Insurance Policy for the full amount of the Condominium Unit purchase price. Title to the Condominium Unit shall be good, marketable, and insurable, but will be subject to the following:

- (1) Taxes for the year in which the sale is closed, if not already paid by the Developer.
- (2) The Provisions of the Declaration of Condominium and all exhibits thereto.
- (3) Restrictions of Records and such zoning or other restrictions imposed upon the property by governmental bodies having jurisdiction.
- (4) Easements, cross easements, reservations and restrictions of record.
- (5) Liens for work done or materials furnished by the Buyer.

B. Upon the transfer of title, Buyer will automatically be vested with membership in CONCORD ARMS CONDOMINIUM ASSOCIATION, INC., a not for profit Florida Corporation. This corporation administers the affairs of the condominium subject to the Declaration of Condominium. Membership entitled the Buyer to one (1) vote in the management and affairs of the corporation.

3. CLOSING:

A. Closing shall take place at the offices of Schrader and Englander, 5999 Central Avenue, St. Petersburg Florida, on or before or such other place as may be designated by the Developer.

B. Title to the Condominium Unit shall be conveyed by Warranty Deed subject only to the exceptions stated in this instrument.

C. Ad valorem taxes, less the November discount will be prorated to the date upon which Developer is ready to close this sale according to the terms of the instrument. If the taxes for the year in which the sale is closed are assessed against the property as a whole, then the portion of those taxes apportioned to the apartment shall be the same share as the share in the common elements that are appurtenant to the apartment.

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- D. Developer will pay the cost of documentary stamps required to be affixed to the Deed, and the cost of the Owners Title Insurance Policy referred to in Paragraph 2a above.
- E. Buyer will pay the following costs:
  - (1) Recording the Deed.
  - (2) Prorated portion of monthly maintenance fees, from the date of closing or occupancy, whichever is first to occur.
- 4. DOCUMENTS: Buyer acknowledges receipt of the following documents which are required to be delivered to him, pursuant to Section 718.503, Florida Statutes:
  - A. A copy of this Agreement.
  - B. The Declaration of Condominium and all exhibits.
  - C. The Articles of Incorporation and By-Laws of CONCORD ARMS CONDOMINIUM ASSOCIATION, INC., a not for profit Florida Corporation.
  - D. The Estimated Operating Budget for the Condominium.
  - E. A copy of the floor plan of the unit.
- 5. MISCELLANEOUS:
  - A. Time is of the essence in this Agreement.
  - B. This Agreement shall be binding upon the parties hereto, their successors and assigns; provided, however, that the Buyer shall not assign this Agreement without prior written approval of the Developer.
  - C. Buyer acknowledges that he has been apprised of and is acquainted with the service and maintenance fee which shall be paid, by the buyer, monthly payment of which shall commence as of the date of closing of this transaction.
  - D. Buyer herein specifically grants authority to the attorney for the condominium to file and place among the Public Records of Pinellas County, Florida, all documents required to be filed by Florida Statutes, in order to legally create and maintain in existence this condominium property.
  - E. The use of the plural shall include the singular and the use of the singular shall include the plural. The use of the masculine and neuter genders shall include all genders:
  - F. All notices by one party to the other given pursuant to this Agreement shall be in writing and may be served upon either party by personal delivery or certified mail at the following addresses:

FOR THE DEVELOPER:

Leonard S. Englander  
5999 Central Avenue  
St. Petersburg, Florida 33710

Schrader & Englander  
Attorneys at Law  
Witner Executive Centre  
5999 Central Avenue  
St. Petersburg, Florida 33710  
(813) 384-5999

6. SPECIAL PROVISIONS:

O.R. 5009 PAGE 99

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

ALL PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREFOR, the parties hereto have caused the same to be executed this day and year first above written.

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

DEVELOPER:

As to the Developer

BY: \_\_\_\_\_

BUYER:

As to the Buyer

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Schrader & Englander  
Attorneys at Law  
Wittner Executive Centre  
5999 Central Avenue  
St Petersburg, Florida 33710  
(813) 384-5999

D.R. 5009 PAGE 100

### CONCORD ARMS, A CONDOMINIUM SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS CO, FLA.

LEGAL DESCRIPTION

THE 5,174.70 FEET OF LOT 5 AND THE N. 80.0 FEET OF LOT 4, BLOCK L, DUNEEN CAUSEWAY CENTER, DUNEEN, FLORIDA, AS RECORDED IN PLAT BOOK 59, PAGES 20, 21 & 22, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE S.W. CORNER OF SAID LOTS, RUN N. 11°44'00" W. 174.70 FT.; THENCE PARALLEL TO S. LOT LINE N. 78°16'00" E. 185.0 FT.; TO THE W. RIGHT OF WAY LINE OF GARY CIRCLE; THENCE ALONG THE SAID RIGHT OF WAY LINE S. 11°44'00" E. 174.70 FT.; THENCE ON A CURVE LEFT WITH THE RADIUS OF 140.0 FT., AND ARC OF 62.01 FT. A CHORD BEARING OF S. 29°23'00" E. CHORD LENGTH 62.0 FT.; THENCE PARALLEL TO S. LOT LINE OF SAID LOT 5, S. 78°16'00" W. 174.51 FT.; THENCE N. 11°44'00" W., 80.0 FT. TO THE P.O.B., ALL LINES AND BEING IN SECTION 15 TWP. 28 SOUTH AND RANGE 15 EAST.

SURVEYORS CERTIFICATE

I, ALBERT F. TABUE, JR., THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IN THIS PLAT OF CONCORD ARMS, A CONDOMINIUM, CONSISTING OF SHEETS 1 THRU 3, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM SAID MATERIALS. I ALSO CERTIFY THAT THE MATERIAL AND COMPOSITION OF THIS CONFORMS TO THE REQUIREMENTS OF CHAPTER 177.04 OF THE FLORIDA STATUTES.

DATED: \_\_\_\_\_

ALBERT F. TABUE, JR.  
FLA. REG. SURVEYOR NO. 8579

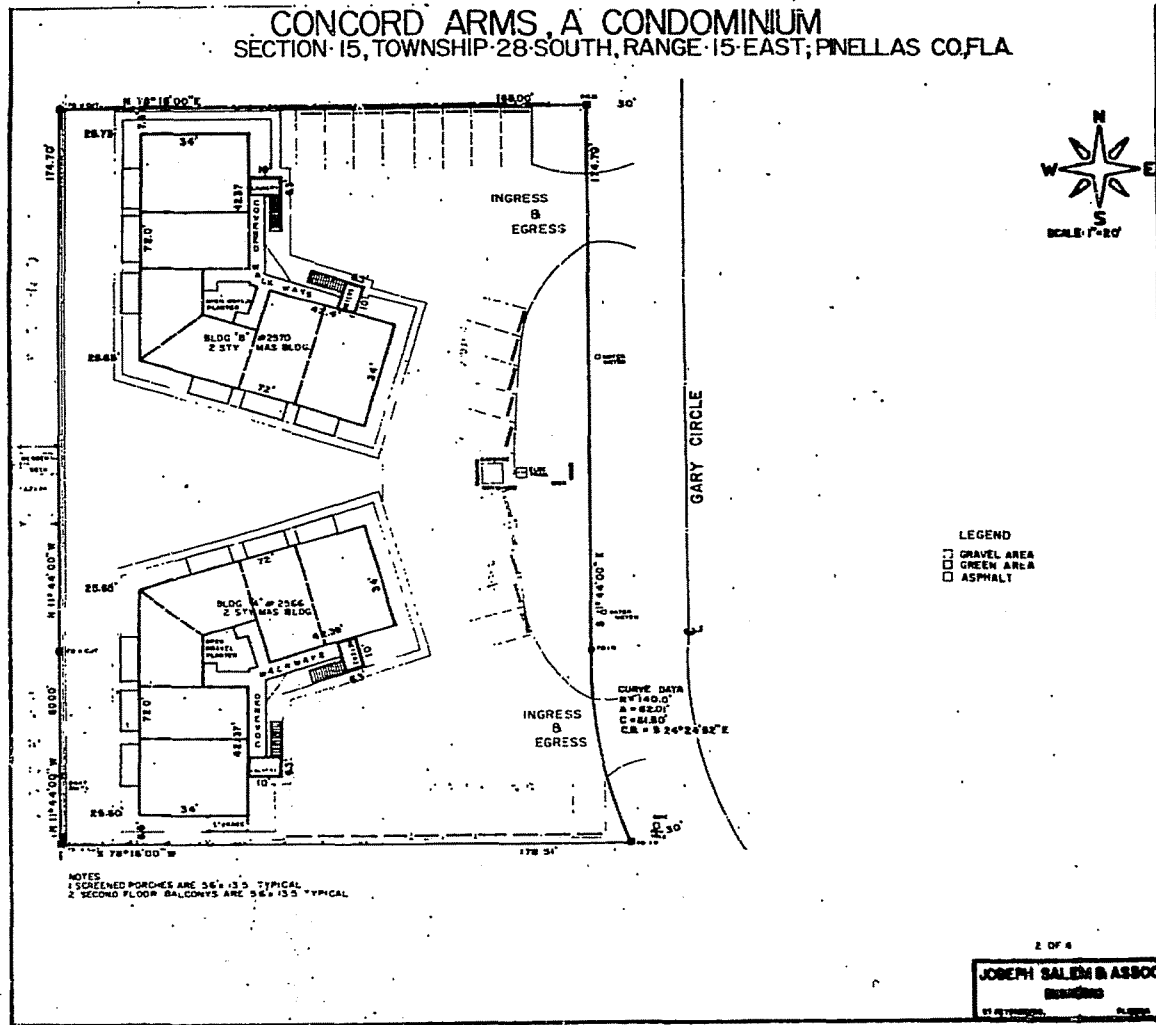
1 OF 4

JOSEPH SALEM & ASSOC.  
ENGINEERS  
27 PETERSON BLVD. ST. PETERSBURG, FL 34784

THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 5009 PAGE 101

### CONCORD ARMS, A CONDOMINIUM SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS CO, FLA



LEGEND

- GRAVEL AREA
- GREEN AREA
- ASPHALT



CURVE DATA  
A=140.0'  
Δ=82.0°  
R=82.0'  
C.B.=3 24°22'32"E

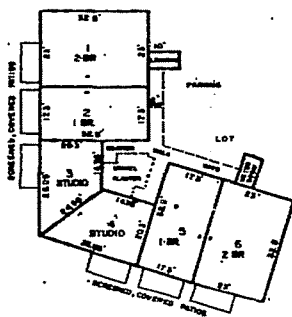
NOTES  
1 SCREENED PORCHES ARE 3/4" X 3/4" TYPICAL  
2 SECOND FLOOR BALCONYS ARE 3/4" X 3/4" TYPICAL

2 OF 4  
JOSEPH SALEM & ASSOC.  
REGISTERED PROFESSIONAL ENGINEER  
FLORIDA

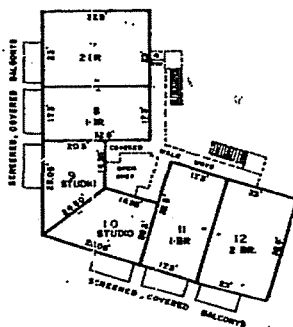
THE ORIGINAL OF THIS INSTRUMENT IS FOR

O.R. 5009 PAGE 102

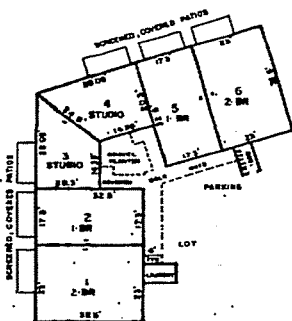
**CONCORD ARMS, A CONDOMINIUM**  
SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS CO, FLA



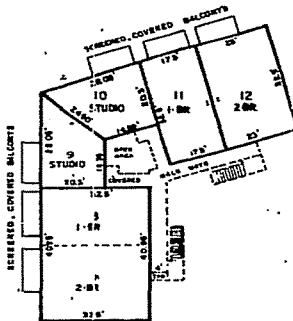
1st fl. BLDG. B, # 2570  
FL EL 77, CL EL 15.75



2nd fl. BLDG. B, # 2570  
FL EL 1655, CL EL 25.0



1st fl. BLDG. A, # 2566  
FL EL 775, CL EL 15.8



2nd fl. BLDG. A, # 2566  
FL EL 170, CL EL 25.05



BLDG. B, # 2570

| UNIT | TYPE   | PERCENT |
|------|--------|---------|
| 1    | 2 BR   | 10%     |
| 2-6  | STUDIO | 10%     |
| 7    | 1 BR   | 40%     |
| 8    | 2 BR   | 20%     |
| 9    | 1 BR   | 40%     |
| 10   | STUDIO | 10%     |
| 11   | 1 BR   | 40%     |
| 12   | 2 BR   | 20%     |

BLDG. A, # 2566

| UNIT | TYPE   | PERCENT |
|------|--------|---------|
| 1    | 2 BR   | 10%     |
| 2-6  | STUDIO | 10%     |
| 7    | 1 BR   | 40%     |
| 8    | 2 BR   | 20%     |
| 9    | 1 BR   | 40%     |
| 10   | STUDIO | 10%     |
| 11   | 1 BR   | 40%     |
| 12   | 2 BR   | 20%     |

3 OF 4

**JOSEPH SALEM & ASSOC.**  
ENGINEERS

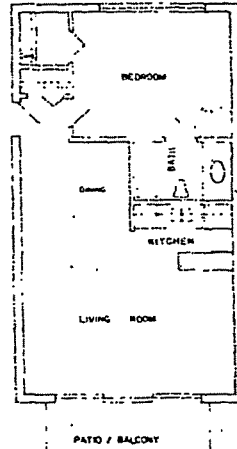
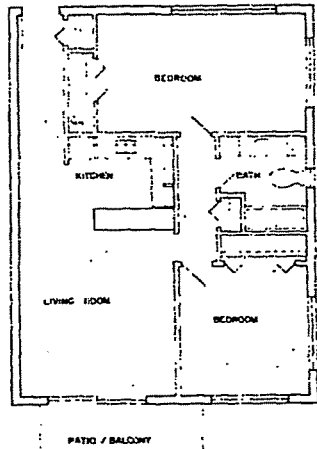
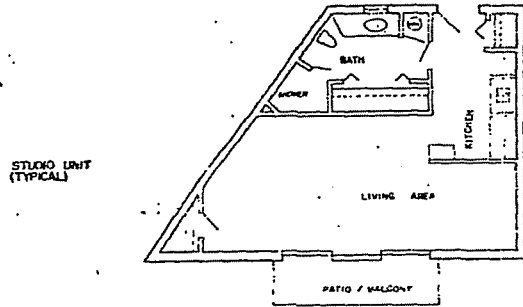


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D.R. 5009 PAGE 103

### CONCORD ARMS, A CONDOMINIUM SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS CO., FLA

14



SCALE 3/16"=1'

4 OF 4

JOSEPH SALEM & ASSOC  
ENGINEERS  
1701 N. ...  
...

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items, checked below, as required by the Condominium Act, relating to CONCORD ARMS CONDOMINIUM, physically located at 2566 and 2570 Gary Circle, Dunedin, Pinellas County, Florida.

Place a check in the column by each item received.

| <u>ITEM</u>                         | <u>RECEIVED</u> |
|-------------------------------------|-----------------|
| PROSPECTUS                          |                 |
| DECLARATION OF CONDOMINIUM          |                 |
| ARTICLES OF INCORPORATION           |                 |
| BY-LAWS                             |                 |
| ESTIMATED OPERATING BUDGET          |                 |
| FORM OF AGREEMENT FOR SALE OR LEASE |                 |
| STATEMENT OF CONVERSION CONDITIONS  |                 |
| PLOT PLAN                           |                 |
| FLOOR PLAN                          |                 |

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED, BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this            day of            19 .

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

Specific Authority 718.501 (1) (d) FS. Law Implemented 718.503, 718.504, FS. History-New 11-15-77.

Schrader & Englander  
Attorneys at Law  
Wittner Executive Centre  
5999 Central Avenue  
St. Petersburg, Florida 33710  
(813) 384-5999

Joseph Salem & Associates, Inc.  
ENGINEERS & SURVEYORS

2533-34th St. South  
St. Petersburg, Florida 33711.

Phone 813-867-1493  
Page 1

R E P O R T  
on the  
CONSTRUCTION AND PHYSICAL CONDITION OF BUILDING  
known as  
CONCORD ARMS  
located at  
2566 & 2570 Gary Circle  
Dunedin, Florida

December 3, 1979  
190-79-M

Prepared by  
JOSEPH SALEM & ASSOCIATES, INC.  
PE Fla. Reg. #22486

Joseph Salem & Associates, Inc.  
ENGINEERS & SURVEYORS

2533-34th St. South  
St. Petersburg, Florida 33711

Phone 813-867-1493

Report - CONCORD ARMS                      December 3, 1979                      Page 2

- 1 PURPOSE: To inspect the improvements at Dunedin, Florida and to report the findings in accordance with the stipulations set forth in paragraph 7D-18.03 of Regulation by Division of Florida Land Sales and Condominiums.
- 2 OWNER: Mr. & Mrs. Tsafaroff  
2566 & 2570 Gary Circle  
Dunedin, Florida
- 3 DATE OF INSPECTION:  
December 3, 1979
- 4 DATE OF COMPLETION OF CONSTRUCTION:  
February 14, 1964
- 5 TYPE OF CONSTRUCTION:  
Type V as defined in the Standard Building Code
- 6 PRIOR USE OF THE IMPROVEMENTS:  
Rental Units
- 7 DESCRIPTION OF THE IMPROVEMENTS:
  - 1 The structure is two story high buildings with covered corridors, providing entrances to the rental units.
  - 2 Exterior walls are of 8" masonry block w/stucco and masonry paint.
  - 3 The deck structures above first floor are 2" x 10" wood joists @ 10" centers w/plywood layer covering.
  - 4 Roof is a built up wood structure covered by 3 ply asphalt impregnated felt covered with hot mopped asphalt and marble chips.
  - 5 Party walls are 8" masonry block.

6 Interior is double 2" x 4" stud walls filled w/batt insulation finished w/plaster board.

7 Exterior is masonry stucco and paint.

8 TYPE OF APARTMENTS:

1 Bathrooms have tub with shower, toilet bowl and lavatory.

2 Kitchenettes are equipped with double sink in base cabinets, electric range-oven unit, frost free electric refrigerator and overhead cabinets with exhaust fan over the range.

9 INSPECTION OF IMPROVEMENTS:

Accompanied with Gregory Robinson, we inspected the premises on December 3, 1979, i.e.,

- 1 The entire site
- 2 Building
- 3 Roof
- 4 Plumbing system
- 5 Air-conditioning elements
- 6 Electrical system

10 RESULTS OF INSPECTION:

1 Site: -

The site improvements, i.e., asphalt pavement, parking facilities, landscaping, wood fences, railings, dock and seawall are in a very neat and well maintained shape, sound and safe for their use intended.

2 Structural elements:

1 Safety of structural elements with respect to the use intended:

Structural elements are safe for the use intended.

Joseph Salem & Associates, Inc. O.R. 5009 PAGE 108  
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St. Petersburg, Florida 33711

Phone 813-867-1493

Report - CONCORD ARMS

December 3, 1979

Page 4

2 Soundness of structural elements:

No settlement nor structural cracks have been observed inside and outside the building. In our evaluation, the structure of the building is sound and in good condition.

3 Condition of roof:

1 Safety of roof with respect to the use intended:

Roof is safe for the use intended.

2 Soundness of roof:

The roof is sound and no leaks were noted.

4 Plumbing elements:

1 Safety of plumbing elements with respect to the use intended:

Plumbing elements are safe for the use intended.

2 Soundness of each element:

Hot water is provided from a separate hot water heater in each unit.

The fixtures and piping are in good condition, no wear other than normal has been observed.

No records exist of stoppages and/or any other problems in the sewer system.

3 Functioning ability of the plumbing system:

The entire plumbing system is functioning properly.

5 Heating and Air-conditioning:

1 Safety of elements with respect to the use intended:

Each element is safe for the use intended.

Joseph Salem & Associates, Inc.  
ENGINEERS & SURVEYORS

2533-34th St. South  
St. Petersburg, Florida 33711

Phone 813-867-1493

Report - CONCORD ARMS

December 3, 1979

Page 5

2 Soundness of elements:

No wear and/or deterioration has been observed on all of the elements other than normal.

3 Functioning ability of the air-conditioning elements:

It has been tested that each individual air-conditioning system is functioning properly.

6 Electrical systems:

1 Safety of electrical elements with respect to the use intended:

The entire electrical installation is safe for the use intended.

2 Soundness of electrical elements:

The service entrance is underground. The main and secondary panels, distribution boxes, conduits, wiring and fixtures are all in complete sound condition. No deterioration, deficiencies nor loose connections have been observed. Nothing but regular maintenance is required.

3 Functioning ability of electrical elements:

All elements are functioning properly within their scope with no interruption in service.

Please note that to be in accordance with Ordinance 6723A, Section 1127 of the Southern Standard Building Code, it shall be necessary to install smoke detectors as per said ordinance.

This report is based on sound architectural and engineering practice and is given impartially to the best of our knowledge and belief. The condition of the roof and the mechanical, electrical, plumbing and structural components were evaluated according to the local codes in effect at the time of inspection. The undersigned does not make any specific warranties as to the above matters, but merely stating their condition as they exist as of the 3d day of December, 1979.

*Joseph Salem*  
Joseph Salem PE Reg. #22486





# CITY of DUNEDIN



750 MILWAUKEE AVENUE • DUNEDIN, FLORIDA 33528

BUILDING DEPARTMENT

#79-1209

December 7, 1979

Joseph Salem & Associates, Inc.  
2533 34th Street South  
St. Petersburg, Florida 33711


ATTN: Mr. Gregory Robinson

Dear Mr. Robinson:

In answer to your letter of December 5th, requesting dates of the Certificates of Occupancy issued for 2566 and 2570 Gary Circle, I am sorry to inform you that the State of Florida Archives Law was not in force at that time and therefore we have no records.

If I may, at any other time, be of assistance, please feel free to call on me.

Very truly yours,

  
Robert M. Blumer,  
Building Official

RMB:dc  
cc: file

*Inspect 12:00 PM 79 10 AM*

**PEST CONTROL REINSPECTION SERVICE**

BRANCH COPY

DATE: 6/15/79 SERVICE RENDERED: 2856 GARY CIRCLE RZ: 54 CS: 12105 TELEPHONE: 733-7366

MAILING ADDRESS: 2856 GARY CIRCLE SERVICE NAME AND ADDRESS: WINDOML ARMS APIS

ANNUAL REINSPECTION:  EXTRA SERVICE:

TREATMENT PERFORMED: YES  NO  EVIDENCE FOUND: Noted by Customer  Swarms:  Tunnels:  None:

OTHER: \_\_\_\_\_

REINSPECTION OF CONVENTIONAL OR BASEMENT AREAS

Outside Foundation Walls:  Crawl Space:   
 Inside Foundation Walls:  Interior Checked:   
 Basement Partitions:  Steps and Supports:   
 Chimney and Piers:  Accessible Built-in Areas:   
 Filled Porches:  Basement Doors & Windows:

REINSPECTION OF SLAB AREAS

Partitions:  Heat Ducts:  Heater or Util. Rms:   
 Accessible Built-in Areas:  Bath Traps:   
 Outside Foundation Walls:

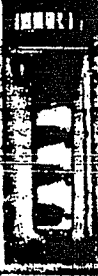
REINSPECTION OF POWDER POST BEETLE TREATED AREAS

Sills:  Joists:  Sub-Floors:  Finished Floor:

TYPE SERVICE: SI BRAND: 0422 WARRANTY: 0055502 CODE: 302 LL

DATE: 6/15/79 AD. Y. [Signature]

[Signature]



THE ORIGINAL OF THIS INSTRUMENT IS FOUR