

RECORDED
PINELLAS CO. FLORIDA
Karlus F. DuBleux
CLERK CIRCUIT COURT
FEB 4 3 00 PM '82

82017710

DECLARATION OF CONDOMINIUM
FOR

FAREHAM SQUARE, a Condominium

S. & J. Pethick, Ltd., a United Kingdom corporation,
herein called "Developer," for itself, its successors, grantees
and assigns, does hereby on this 2nd day of February, 1982,
make, declare, and publish its intention to submit and does
hereby submit the real property hereinafter described to
condominium ownership and use in accordance with Chapter 718,
Florida Statutes, known as and herein called the Condominium
Act, as follows:

1. NAME

The name of this condominium is to be Fareham Square,
a Condominium.

2. DEFINITIONS

The terms used in this Declaration and the schedules
hereto shall have the meanings stated in the Condominium Act
on the date this Declaration is recorded, or as otherwise defined
herein.

3. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which
is submitted hereby to condominium ownership, is set forth in
Schedule A hereto.

01 Cash 11 Chg

40 Rec 16300

41 DS _____

43 Int _____

Tot 163.00M

4. OWNERSHIP OF COMMON ELEMENTS

Each unit shall have appurtenant to it an undivided
1/19 share in the common elements.

This instrument prepared by
David G. Mulock, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, FL 33601

HOLD FOR

FIDELITY TITLE COMPANY
4134 CENTRAL AVE.
ST. PETERSBURG, FLORIDA 33711

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 58 Page 36 thru 40 Incl.

1210

5. THE UNITS

A. Each of the units is identified and designated as set forth in the survey contained in Schedule A.

Each unit consists of (1) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, ceilings and floors thereof, including vents, doors, windows, and such other structural elements as are ordinarily considered to be enclosures of space, and also including all patios, and balconies, garages and planters, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, and (4) all fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

B. The common elements appurtenant to each unit shall include:

1. The condominium property which is not included within the units.
2. The following easements from each unit owner to each other unit owner in the condominium and to the Association:

(a) Easements through the common elements for ingress and egress.

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

(c) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, mains, conduits, wire, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

(d) An easement through any unit, and common elements, for maintenance, repair and replacement of any unit and common elements.

Access to units shall only be during reasonable hours, except that access may be had at any time in case of emergency.

3. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.

C. All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth herein. Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized occupants and visitors of the unit. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration and the Articles, Bylaws and rules and regulations of the Association.

6. SURVEY, GRAPHIC DESCRIPTION
AND PLOT PLAN

A survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof are attached hereto as Schedule A. The Developer, in order further to define and identify the units and common elements of the condominium property, including any and all present and future improvements thereon, hereby declares that the condominium property contains nineteen (19) units, as shown on the survey contained in Schedule A hereto.

7. ASSOCIATION

A. Prior to the date of the recording of this Declaration there will be or has been created under the laws of the State of Florida the Fareham Square Condominium Association, Inc., a corporation not for profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Act, this Declaration, the Articles of Incorporation and Bylaws. Copies of the Articles of Incorporation and Bylaws of the Association are attached hereto as Schedules B and C, respectively.

B. Each unit owner shall automatically become and remain a member of the Association as long as he owns the unit. Upon termination of his interest and transfer of his unit in accordance with this Declaration, the unit owner's membership shall thereupon terminate and transfer and inure to the successor unit owner. Voting rights of unit owners shall be as set forth in the Articles of Incorporation of the Association.

C. Notwithstanding anything herein to the contrary in this Declaration or in the Articles of Incorporation of the Association, the Developer may, at its option, control the Association for a period not to exceed that permitted by the Condominium Act.

8. AMENDMENTS

A. The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than sixty-six percent (66%) of the unit owners, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be evidenced by a certificate of the Association executed with the formalities of a deed and shall be recorded in the public records of Pinellas County, Florida.

B. Notwithstanding anything herein to the contrary, the Developer may amend this Declaration subsequent to construction of the improvements to reflect actual unit configuration as constructed.

9. COMMON EXPENSES

A. Each unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The

proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements. Payment thereof shall be in such installments and at such times as may be provided by the Board of Directors. In the event of the failure of a unit owner to pay his proportionate share when due, the amount thereof shall constitute a lien on his unit, as provided by the Condominium Act.

B. The proportionate share of the common expenses attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit.

C. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense.

D. Maintenance of the limited common elements shall be a common expense.

10. COMMON SURPLUS

Common surplus shall be the excess of all receipts of the Association over the amount of common expenses. Each unit owner shall own an undivided share in any common surplus in the same percentage as his share of the common elements. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be distributed to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine.

11. DETERMINATION OF BOARD TO BE BINDING

Matters of dispute or disagreement between unit owners with respect to interpretation or application of the provisions of this Declaration, the Articles or Bylaws, shall be decided

by the Board of Directors of the Association, which decision shall be final and binding on all unit owners.

12. UTILITIES

Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be part of the common expenses.

13. INSURANCE AND RECONSTRUCTION

A. Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the common elements and the unit owners. The named insured shall be the Association individually and as an agent for the owners of units covered by the policy without naming them, and mortgagees to the extent of their respective interests. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Association.

B. Coverage.

1. Casualty insurance 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 shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the condominium property.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability

endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workers' compensation policy to meet legal requirements.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including but not limited to insurance of the officers and directors against liability arising in connection with their duties.

C. Premiums. Premiums upon such insurance policies shall be a common expense. If any policy of insurance is cancelled, the Association shall give notice to each mortgagee listed in the roster of mortgagees.

D. Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as agent for the unit owners. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes stated herein and for the benefit of the unit owners and their mortgagees in the following shares:

1. Unit owners. An undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to this unit.

2. Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear. Any bank, savings and loan association, insurance

company, or other institution or person holding a mortgage on a unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee, which distributions shall be made by check payable jointly to the unit owner and mortgagee.

E. Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

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

G. Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser damage. If one-third (1/3) or more of the units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged property shall be reconstructed and repaired.

2. Major damage. If less than one-third (1/3) of the units are tenantable after the casualty (as determined

by the Board of Directors of the Association), whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined at a meeting of unit owners in the condominium which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such unit owners, and a majority of such unit owners shall constitute a quorum for said meeting. If the reconstruction and repair is approved at the meeting by the owners of twenty percent (20%) or more of the units, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of unit owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that at least eighty percent (80%) of the unit owners and all of the mortgagees have consented to such termination.

H. Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided herein.

I. Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and eighty percent (80%) of the unit owners.

J. Assessments; determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the

costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense.

K. Disbursement of funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

1. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property, and shall be owned by the unit owners, and their mortgagees as their interests appear, in the undivided shares in which they own the common elements prior to the termination, and shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being made payable jointly to them.

2. Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(a) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand (\$10,000.00) Dollars, the funds shall be disbursed by the Association upon the order of the Association in payment of these costs.

If the estimated costs of reconstruction and repair which are the responsibility of the

Association exceed Ten Thousand (\$10,000.00) Dollars, the funds shall be disbursed by the Association in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

(b) If there is a balance of insurance proceeds after payment of costs of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

L. Benefit of mortgagees. Certain provisions in this section are for the benefit of mortgagees of condominium parcels, and may be enforced by any such mortgagee, and shall not be amended without the consent of all banks, savings and loan associations, mortgage companies and life insurance companies holding first mortgages on units.

M. A copy of each insurance policy in effect shall be available for inspection by the unit owners at reasonable times.

14. MAINTENANCE, REPAIRS AND REPLACEMENTS

A. Each unit owner shall furnish at his own expense and be responsible for all of the maintenance, repairs and replacements within his own unit, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the unit shall be furnished by the Association as part of the common expense. Maintenance, repairs and replacements of the common elements shall be furnished by the Association as part of the common expense. The Association may provide in its rules and regulations for ordinary maintenance and minor repairs and replacements to be furnished to units and to limited common elements by Association personnel at the common expense.

B. If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the rules and regulations of the Association.

C. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled to reasonable access to the

individual units as may be required in connection with maintenance, repair or replacement of the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.

D. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his unit and also the doors leading onto the balconies, if any, adjacent to his unit.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations to any common elements, or any additions or improvements thereto, shall be made by any unit owner.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Schedule A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. LIABILITIES AND REMEDIES

A. Each unit owner shall promptly pay the regular assessments against his unit when due, and any and all other assessments, charges and expenses as levied from time to time by the Board of Directors. All unpaid assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals. No owner may exempt himself from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common

elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of his unit.

B. All such assessments, charges and expenses levied upon each unit or unit owner shall support a lien in favor of the Association against the owner's unit.

C. The lien or liens held by the Association for any and all unpaid assessments, charges and expenses shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under bona fide mortgages recorded prior to the creation of such lien or liens.

D. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sales price or by the transferee. This provision shall not apply to a mortgagee who takes title by foreclosure or by deed in lieu of foreclosure, who shall be liable only for assessments accruing after its ownership commences.

E. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from the transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request, a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated, except that the purchaser of a unit at a mortgage foreclosure sale, and his successors and assigns, shall not be liable therefor.

F. In the event that any lien arises against a unit due to the failure of the unit owner to pay any assessments,

charges and expenses, and the assessments, charges and expenses remain unpaid for more than fifteen (15) days after they shall have become due and payable, or the unit owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws, or the rules and regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the Bylaws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting unit owner or owners or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided in the Condominium Act and the appointment of a receiver for the unit and the ownership interest of the unit owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

G. In the event of default by any unit owner, the Association shall have the authority to correct the default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the defaulting unit owner.

H. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorneys' fees and other fees and expenses, shall, in addition to the amount due, be recoverable by the Association against the defaulting unit owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and assessed against the defaulting unit owner and be secured by a lien against the unit.

I. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

18. TERMINATION

The condominium form of ownership may be terminated only by the agreement of all unit owners and all mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the public records of Pinellas County, Florida, and the unit owners shall have executed and delivered deeds conveying all of the property to the Association. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event of litigation necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium, in accordance with the percentages or fractions of ownership in the common elements set forth in this Declaration. Membership in the Association of each unit owner shall cease upon recording of the instruments terminating the condominium and he shall thereafter have no further interest in the Association.

19. SALE OR OTHER TRANSFER BY A UNIT OWNER - FIRST OPTION
TO ASSOCIATION

A. If any unit owner, except the Developer, desires to sell his unit, he shall first give the Association at least fifteen (15) days prior written notice of the proposed sale which notice shall state the name, address, and personal and character references of the proposed purchaser and the terms of the proposed sale. The Association shall have the right of first option with respect to any sale by any unit owner as provided herein. During the period of fifteen (15) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase such condominium parcel upon same terms as the proposed sale described in such notice.

B. If the Association shall give written notice to the unit owner within said thirty (30) day period of its election to purchase the unit upon the same terms as the proposed sale described in the written notice to the Association, then the purchase by the Association shall be closed upon the same terms as the proposed sale.

C. The notices referred to herein shall be given in the manner hereinafter provided for the giving of notice.

D. The Board of Directors of the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise an option to purchase and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association by its Board of Directors has elected not to exercise its option to purchase a condominium parcel upon the terms of a proposed sale, shall be conclusive

evidence of such election by the Association and of the compliance with the provisions hereof by the unit owner proposing the sale. If a sale is concluded and no such certificate is recorded, then the approval of the Association shall be assumed to have been given after the lapse of one (1) year from the date of the sale.

E. If the Board of Directors of the Association shall adopt a resolution recommending that the Association exercise its option to purchase a condominium parcel upon the terms of a proposed sale, it shall promptly call a meeting of all of the unit owners for the purposes of voting upon the option, which meeting shall be held within said thirty (30) day period. If at least sixty-six percent (66%) of the unit owners vote to exercise the option, then the Board of Directors shall promptly give written notice of the decision as herein provided. The Board of Directors shall have the authority to make such mortgage or other financing arrangements and to make necessary assessments proportionately among the respective unit owners, and to make such other arrangements as the Board of Directors may deem desirable in order to close and consummate the purchase of a condominium parcel by the Association. Assessments for such purpose shall be made among the owners of all units, exclusive of that unit being purchased.

F. If the Association shall make any such purchase of a condominium parcel as herein provided, the Board of Directors shall have the authority at any time thereafter to sell such condominium parcel on behalf of the Association upon such terms as the Board of Directors shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among the owners of all units, with the exception of that unit which has been

purchased, in the same proportion in which they were or could have been assessed with respect to such purchase.

G. The provisions of this Article with respect to the Association's right of first option shall not apply to any business trust, real estate investment trust, bank, insurance company, savings and loan association, or trustee which becomes a unit owner by foreclosure or deed in lieu of foreclosure.

H. The provisions hereof with respect to the Association's right of first option shall not apply to sales made by Developer or any successor to the Developer, or any institutional mortgagee acquiring title to a unit by foreclosure or deed in lieu of foreclosure.

I. A sale not included in accordance with the foregoing provisions shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith.

J. The foregoing provisions with respect to the Association's right of first option as to any proposed sale shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Condominium Act, as provided therein, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments of this Declaration. The Board of Directors of the Association may adopt rules and regulations from time to time, consistent with and for the purpose of implementing and effectuating the foregoing provisions.

K. The Board of Directors shall have the power and authority to bid for and purchase any condominium parcel at a sale pursuant to a mortgage foreclosure, or a foreclosure

of the lien for common expenses under the Condominium Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of not less than sixty-six percent (66%) of the unit owners.

L. The foregoing provisions with respect to the Association's right of first option shall apply to any testamentary transfer other than to the surviving spouse of a unit owner. The personal representative of a deceased unit owner shall notify the Association at least thirty (30) days prior to the effective date of any such proposed testamentary transfer, in accordance with the procedures prescribed herein.

20. DEVELOPER'S PRIVILEGES

The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. The 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 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 not be considered common elements and shall remain the property of the Developer. The Developer retains the right to be the owner of unsold units, under the same terms and conditions as other owners save with his right to sell, rent or lease as contained in this paragraph.

The Developer shall not be liable for the payment of ordinary common expenses on units which it owns. Unless and until the Developer elects to pay the regular assessments for common expenses on units which it owns, the Developer guarantees that: (1) assessments for common expenses shall not increase over the amount of \$100 per month; and (2) it will pay all actual

ordinary common operating expenses in excess of the amounts collected from unit owners other than the Developer at the amount stated above.

21. NOTICES

Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or Bylaws shall be in writing, and shall be addressed to the Association or to any unit owner at the mailing address of the condominium property or at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a unit owner, when deposited in his mailbox in the building or at the door of his unit in the building.

22. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or the Bylaws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the Bylaws.

23. USE RESTRICTIONS

- A. A unit shall be occupied and used only as a private single family residence and for no other purposes.
- B. No unit may be used for transient or hotel purposes.

C. No unit owner may alter the exterior appearance of his unit.

D. No unit may be occupied by more than four (4) persons. No more than two (2) children under 18 years of age may reside in any unit.

E. No unit owner may keep any pet without the prior approval of the Association.

F. These restrictions shall not apply to the Developer or its successor or assignee or assignees in the capacity of the Developer or to the Association.

G. The Association may enact rules and regulations affecting use of the units, common elements and limited common elements.

24. CONDEMNATION

A. Deposit of awards with Association. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

B. Determination whether to continue condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether

damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking of condemnation shall be deemed to be a casualty.

C. Disbursement of funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after a casualty.

D. Unit reduced but tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

1. Restoration of unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

2. Distribution of surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagees.

3. Adjustment of shares in common elements. If the floor area of the unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the takings.

E. Unit made untenable. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

1. Payment of award. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagees.

2. Addition to common elements. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

3. Adjustment of shares in common elements. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as

1234

percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

4. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

5. Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

F. Taking of common elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from

the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage on a unit, the distribution shall be paid jointly to the owner and mortgagees of the unit.

G. Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common elements that are affected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all directors of the Association.

25. RIGHTS AND OBLIGATIONS

The provisions of this Declaration, the Articles of Incorporation and the Bylaws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of, and be binding upon, each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all

of the provisions of the Condominium Act, this Declaration,
the Articles of Incorporation and the Bylaws.

Witness:

Beth Allison
Peggy J. Gardner

S. & J. Pethick, Ltd.

By David G. Mulock
David G. Mulock,
its attorney-in-fact

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Declaration of Condominium was acknowledged
before me this 2nd day of February, 1982, by David G. Mulock,
attorney-in-fact, for S. & J. Pethick, Ltd., a United Kingdom
corporation, on behalf of the corporation.

Peggy J. Gardner
Notary Public

My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 14, 1984
Revised Form 1007 from the State Bar

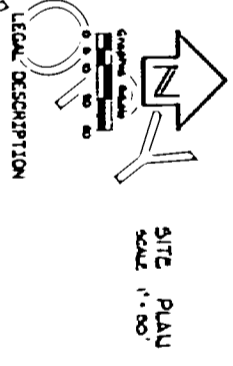
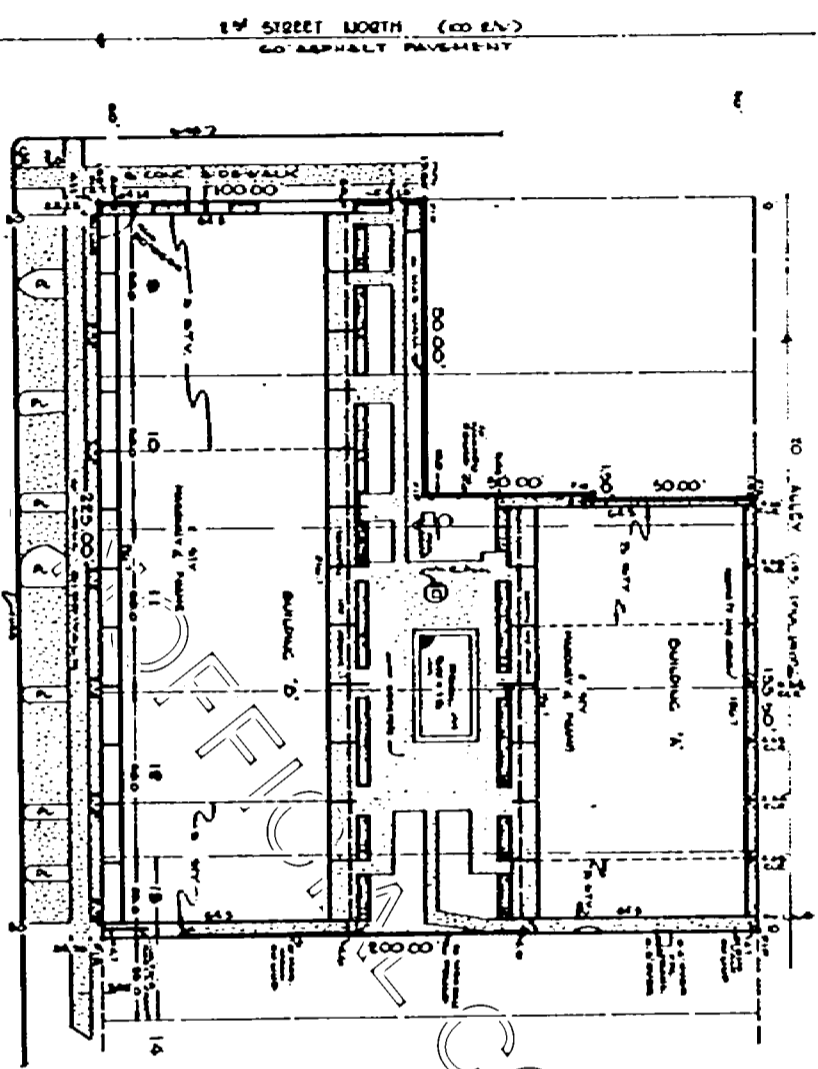
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FARREHAM SQUARE

CONDOMINIUM SECTION 19 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 8, THE SOUTH 1/2 OF LOT 10, THE SOUTH 1/2 OF LOT 12, THE SOUTH 1/2 OF LOT 14, THE SOUTH 1/2 OF LOT 16 AND THE SOUTH 1/2 OF LOT 18, ALL OF THE NORTH 100.0 FEET OF LOT 10 AND THE EAST 0.5 FEET OF THE NORTH 100.0 FEET OF LOT 10, ALL OF LOT 12, LOT 14, LOT 16 AND LOT 18, AND THE WEST 1/2 OF LOT 10, 12, 14, 16 AND 18, ALL OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT 8000, 1, PAGE 99, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, 1981, OF WHICH PINELLAS COUNTY HAS TAKEN A PART.

THE ABOVE MENTIONED MEASUREMENTS MEET THE MINIMUM REQUIREMENTS AS SET FORTH IN CHAPTER 21M-14 OF THE FLORIDA ADMINISTRATIVE CODE.

CERTIFICATE

I, DONALD S. HARRIS, THE PROFESSIONAL REGISTERED LAND SURVEYOR, AUTHORIZE TO PLACE THIS SITE PLAN AND LEGAL DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SEC. 710.10(5) (b) FLORIDA STATUTES (1979), SO AS TO BE A PART OF THE RECORDS OF THE COUNTY CLERK OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF UNIT OWNERSHIP OF THE CONDOMINIUM PROJECT, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID PROPERTY, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF SAID PROPERTY ARE AS DESCRIBED HEREIN.

GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 610 DECLARATION AVENUE NORTH
 ST. PETERSBURG, FLORIDA

OFFICE OF
GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 610 DECLARATION AVENUE NORTH
 ST. PETERSBURG, FLORIDA

DATE: 1-10-82
 DRAWN BY: DJM
 CHECKED BY: DJM

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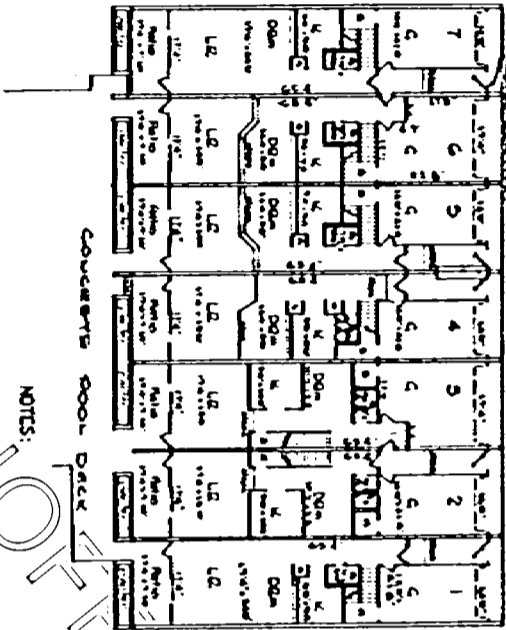
SCHEDULE A to Declaration of Condominium

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FAREHAM SQUARE

CONDOMINIUM SECTION 10 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

FIRST FLOOR PLAN
BUILDING "A"
SCALE 1" = 20'



- LEGEND
- 1/2" LIVING ROOM
 - 1/2" KITCHEN ROOM
 - 1/2" BATH
 - 1/2" BEDROOM
 - 1/2" STORAGE
 - 1/2" CLOSET
 - 1/2" HALL
 - 1/2" WALL
 - 1/2" WALL
 - 1/2" WALL

- NOTES:
1. THE DIMENSIONS OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS AND CEILING(S).
 2. ALL ELEVATIONS REFER TO CITY OF ST. PETERSBURG DATUM, MEAN SEA LEVEL + 07.00 FEET. BENCHMARK WITH CITY OF ST. PETERSBURG DEED MAP NO. 22, LOCATED AT FIRST STREET NORTH AND 71ST AVENUE NORTH, ST. PETERSBURG, FLORIDA, ELEVATION + 120.07.
 3. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
 4. CEILING ELEVATIONS NOT SHOWN DUE TO WIDE CEILING VARIATIONS.

UNIT NO.	DATE	REVISIONS
UNIT 1	12/00	
UNIT 2	12/00	
UNIT 3	12/00	
UNIT 4	12/00	
UNIT 5	12/00	
UNIT 6	12/00	
UNIT 7	12/00	

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEER AND LAND SURVEYOR
819 BELMONT AVENUE NORTH
ST. PETERSBURG, FLORIDA

SHEET 2 OF 3

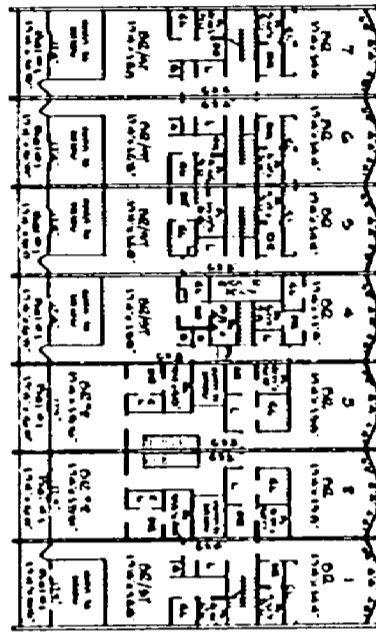
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DATE: 11-20-02
DRAWN BY: JLM
CHECKED BY: DDM

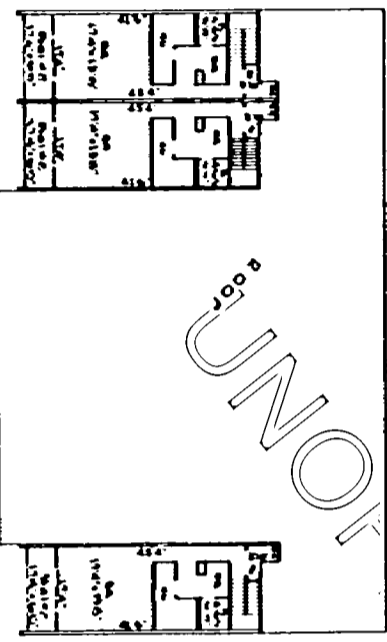
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FAREHAM SQUARE

SECTION 19 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG, FLORIDA PINELLAS COUNTY FLORIDA



SECOND FLOOR
BUILDING "A"
SCALE 1" = 20'



THIRD FLOOR
BUILDING "A"
SCALE 1" = 20'

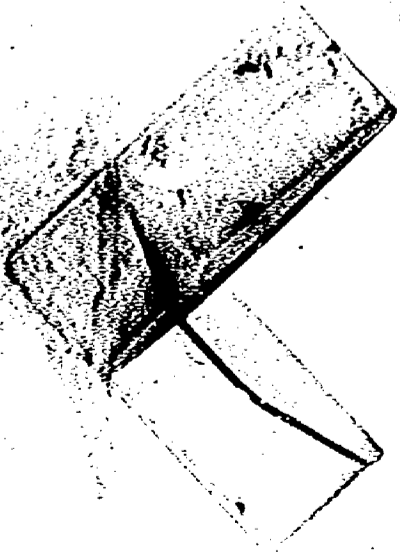
- NOTES:
1. THE RESPONSIBILITY OF THE WRITER AND THE OWNER WITH RESPECT TO THE PROPOSED WORK IS LIMITED TO THE INFORMATION CONTAINED HEREIN.
 2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT UNLESS OTHERWISE NOTED.
 3. ROOMS AND ARE SUBJECT TO DESIGN VARIATIONS WHICH MAY OCCUR DURING CONSTRUCTION.

LEGEND

01	STAIRWELL
02	STAIR
03	RECEPTION ROOM
04/01	RECEPTION/TURBO
05	ELEVATOR
06	LABORATORY
07	STORAGE
08	RESTROOM
09	ST. WALL
10	ST. WALL
11	ST. WALL

OFFICE OF
 GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 615 ALABAMA AVENUE NORTH
 ST. PETERSBURG, FLORIDA
 SHEET 3 OF 5

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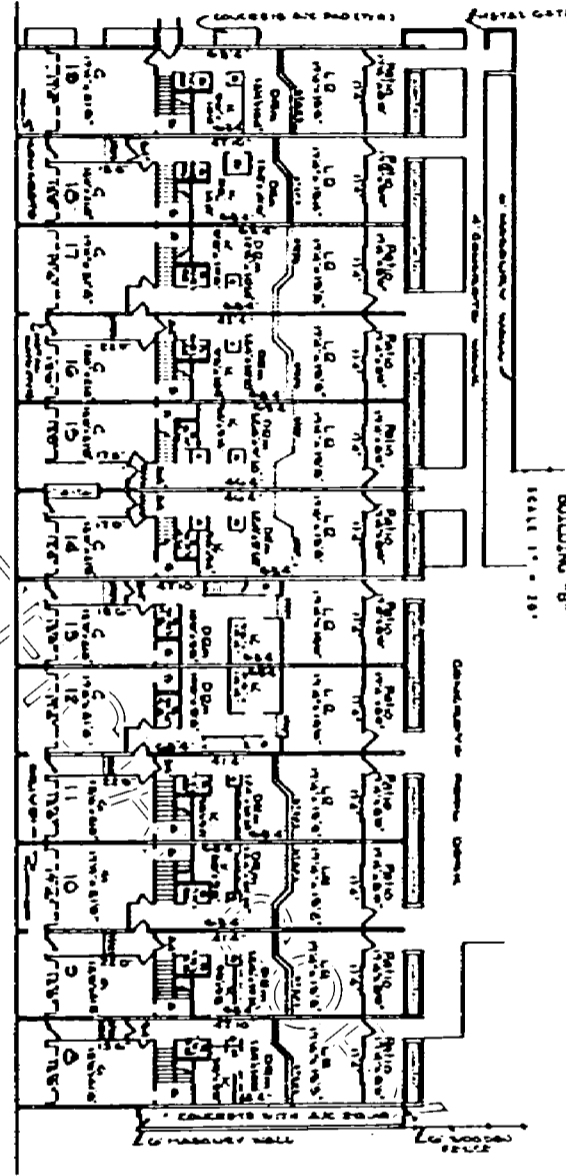


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CONDOMINIUM SECTION 19 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

FAREHAM SQUARE

FIRST FLOOR PLAN
BUILDING "B"



LEGEND

- 1. LIVING ROOM
- 2. DINING ROOM
- 3. KITCHEN
- 4. BATH
- 5. BALKON
- 6. STAIRS
- 7. WALL
- 8. WALL
- 9. WALL
- 10. WALL
- 11. ELEVATOR

ELEVATIONS

UNIT	ELEVATION
UNIT 101	15.00
UNIT 102	15.00
UNIT 103	15.00
UNIT 104	15.00
UNIT 105	15.00
UNIT 106	15.00
UNIT 107	15.00
UNIT 108	15.00
UNIT 109	15.00
UNIT 110	15.00
UNIT 111	15.00
UNIT 112	15.00
UNIT 113	15.00
UNIT 114	15.00
UNIT 115	15.00
UNIT 116	15.00
UNIT 117	15.00
UNIT 118	15.00
UNIT 119	15.00
UNIT 120	15.00

- NOTES:**
1. THE DIMENSIONS OF THE WALLS AND THE FLOOR DEPARTMENTS INDICATED BY THE PERIMETER WALLS, FLOORS AND CEILING.
 2. ALL ELEVATIONS REFER TO CITY OF ST. PETERSBURG DATUM, NEAR SEA LEVEL, 27.00 FEET, BEACH WALK UNIT, CITY OF ST. PETERSBURG BEACH MARK NO. 27, LOCATED AT FIRST STREET NORTH AND FIFTH AVENUE NORTH, ST. PETERSBURG, FLORIDA, ELEVATION = 120.37.
 3. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.
 4. CEILING ELEVATIONS NOT SHOWN ARE TO BE AS CEILING FINISHES.

DATE: 10/10/83
DRAWN BY: JDM
CHECKED BY: JDM

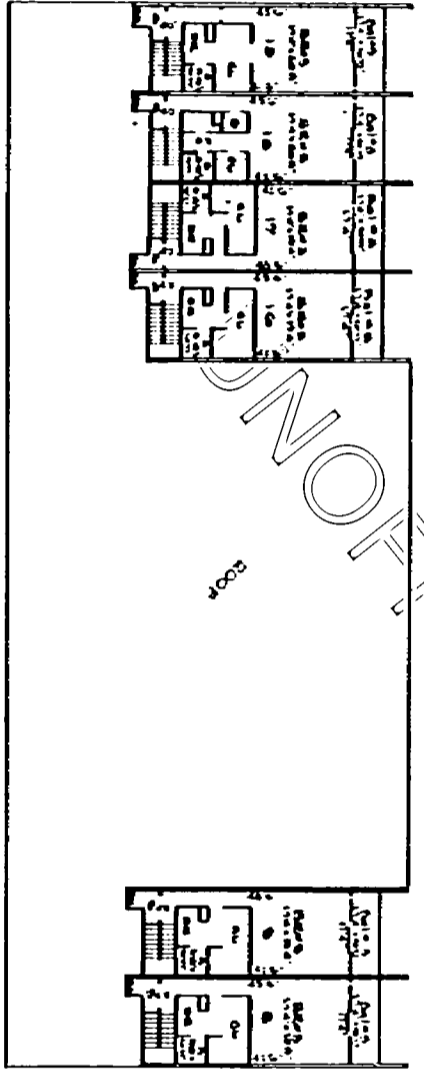
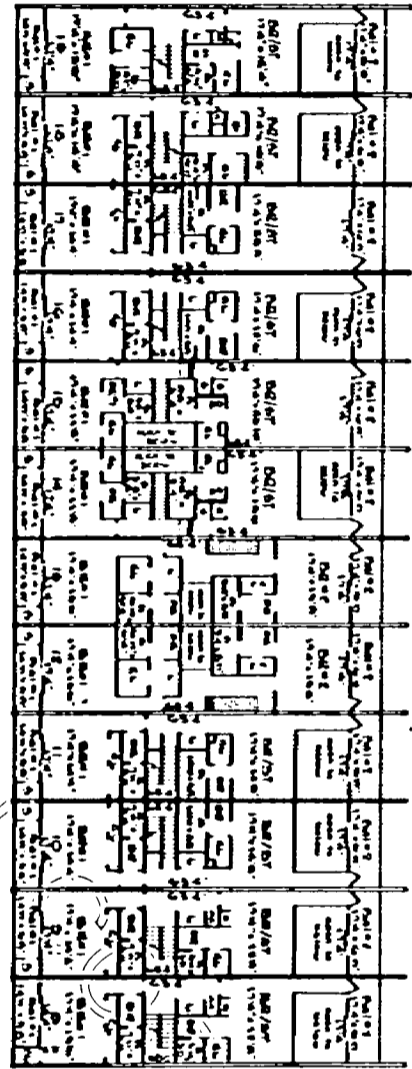
OFFICE OF
GEORGE F. YOUNG, INC.
 CIVIL ENGINEER AND LAND SURVEYOR
 819 ARLINGTON AVENUE NORTH
 ST. PETERSBURG, FLORIDA
 SHEET 4 OF 4

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CONDOMINIUM SECTION 19 TOWNSHIP 31 SOUTH RANGE 17 EAST ST. PETERSBURG, FLORIDA PINELLAS COUNTY FLORIDA

FAREHAM SQUARE



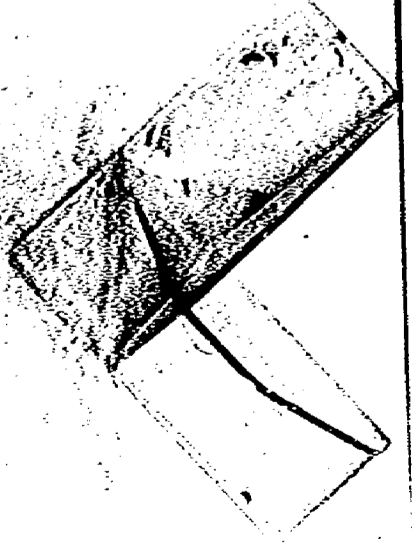
LEGEND

- 11 BATHROOM
- 12 BATH
- 13 BATHROOM/TOILET
- 14 BATHROOM/TOILET
- 15 CLOSET
- 16 CLOSET
- 17 STORAGE
- 18 REFRIGERATOR
- 19 WALL
- 20 WALL
- 21 WALL

NOTES:
 1. THE DIMENSIONS OF THE UNITS ARE THE LATEST WRITTEN SURVEYS OF THE PLANNING BOARD, RECORD, AND CITIES.
 2. ALL DIMENSIONS SHOWN REFER TO FINISH DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO ALIEN MEASUREMENTS WHICH MAY BE REQUIRED BEFORE CONSTRUCTION.

OFFICE OF
 GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 610 ANDERSON AVENUE NORTH
 ST. PETERSBURG, FLORIDA
 SHEET 5 OF 5

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ARTICLES OF INCORPORATION
OF
FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC.
(A Corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME, REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC. Its principal place of business shall be at Third Street North and Second Avenue North, St. Petersburg, Florida. The registered office of the corporation shall be at 610 North Florida Avenue, Suite 2000, Tampa, Florida, 33602. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Fareham Square, a Condominium, located in Pinellas County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect and all powers and duties reasonably necessary to administer, govern, and maintain the condominium pursuant to the declaration of condominium as it may be amended from time to time, including but not limited to the following:

SCHEDULE B to Declaration of
Condominium

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities). To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended solely for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the condominium property further and, after casualty, to reconstruct improvements.

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(f) To approve or disapprove the transfer, by sale, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the regulations for the use of the property of the condominium.

(h) To contract for the maintenance, repair, replacement and operation of any and all of the condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the members of the Association.

(j) To contract for the maintenance, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests in any and all property which the Association may acquire or control, including but not limited to any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the laws of the State of Florida with regard to maintenance of records.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested, shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or

transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a declaration, S. & J. Pethick, Ltd., shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a condominium unit shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any unit owner shall terminate upon the termination of his condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

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ARTICLE V - NAMES AND RESIDENCES OF THE SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

<u>Name</u>	<u>Residence Address</u>
David G. Mulock	155 Baltic Circle Tampa, FL 33606
Mary Lou Harden	910 West Hilsboro Seffner, FL 33584
Peggy Jo Gardner	4914 San Rafael Tampa, FL 33609

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Bryan P. Gudgeon	President	Brownish Farmhouse Titchfield Fareham Hampshire England
Richard Gardner	Treasurer	97 The Causeway Fareham Hampshire England
David G. Mulock	Secretary	155 Baltic Circle Tampa, FL 33606

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

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ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than five (5) persons.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Bryan P. Gudgeon	Brownish Farmhouse Titchfield Fareham, Hampshire, England	one year
Richard Gardner	97 The Causeway Fareham, Hampshire, England	one year
David G. Mulock	155 Baltic Circle Tampa, FL 33606	one year

Section 3. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board by reason of death, resignation, or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the president, secretary, or a majority of the Board upon

6
2
4
9

notice by telegram or by United States mail to each director sent at least three (3) days prior to the date of the meeting. All of the directors, by waiving notice of a special meeting or consenting to or taking any action, may cause such action to be taken without a formal meeting.

ARTICLE VIII - BY-LAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer of any condominium or the mortgagees of any condominium property or unit without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of the membership cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the consent of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium of any condominium governed by this Association.

ARTICLE X - VOTING

Section 1. Each member in good standing shall be entitled to one vote. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owners of the unit.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with a developer. All proxies and voting trust agreements must be in writing and filed with the secretary at least two (2) days before the time appointed for each meeting. If a proxy or voting trust agreement is applicable to more than one meeting, refiling shall not be required prior to each meeting.

Section 3. A membership shall be deemed to be in "good standing" and "eligible to vote" at any meeting if, and only if, the member shall have fully paid at least two (2) days prior to the date fixed for the meeting, all assessments made or levied against the unit by the directors or the declaration, together with all interest, costs, attorneys' fees, and other expenses and penalties, if any, properly chargeable against the family unit.

ARTICLE XI - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers. The Association may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XII - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XIII - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, David G. Mulock, whose address is 610 North Florida Avenue, Tampa, Florida, is appointed registered agent for service of process upon Fareham Square Condominium Association, Inc.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles

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of Incorporation to be executed this 14th day of January
1982.

David A. Mulock (SEAL)
Mary Lou Harden (SEAL)
Peggy Jo Gardner (SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared DAVID G. MULOCK, MARY LOU HARDEN, & PEGGY JO GARDNER, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS My hand and official seal at Tampa,
Hillsborough County, Florida, this 14th day of
January, 1982.

Bill Allison
Notary Public

My Commission expires: Notary Public, State of Florida at Large
My Commission Expires Sept. 8, 1984
Backed by Top Notch Insurance Inc.

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as registered agent for service of process within the State of Florida upon Fareham Square Condominium Association, Inc., at the place designated in Article XIII of the foregoing Articles of Incorporation, does hereby accept the appointment as such registered agent for the corporation.

David A. Mulock
Registered Agent

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BY-LAWS
of
FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC.

(A Corporation not for Profit)

ARTICLE I. - GENERAL

Section 1. The name, address and term of existence of the Association shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

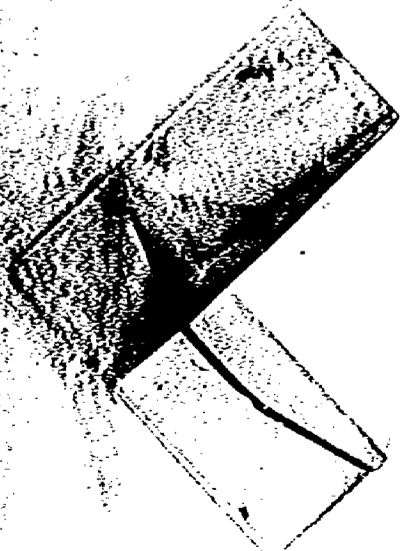
Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II. - MEETINGS

Section 1. All annual and special meetings of the Association shall be held in Pinellas County, Florida, or at such other place as may be permitted by law and from time to

SCHEDULE C to Declaration of
Condominium

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time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held on the second Tuesday in December of each year. Notice of the meeting, which shall include an agenda, shall be sent by certified mail to each member thirty (30) days prior thereto. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting on the condominium property at least fourteen (14) days prior thereto.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the declaration of condominium, may be called by the president, vice-president, secretary, or a majority of the Board of Directors.

Section 4. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of persons present having two-thirds (2/3) of the votes. Notice shall be given by the secretary of all special meetings, or if the secretary shall fail to do so, by the president or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices

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deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

Section 5. Persons entitled to at least fifty percent (50%) of the votes shall constitute a quorum.

Section 6. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the declaration of condominium, the Articles of Incorporation, or these ByLaws, a different vote is required, in which case the express provision shall govern and control.

Section 7. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

ARTICLE III. - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

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Section 2. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board. Notice of regular and special meetings of the Board shall be given to each director by telegram or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings. All meetings of the Board shall be open to the members of the Association, who shall be given conspicuously posted notice forty-eight (48) hours in advance thereof except in an emergency.

Section 4. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation.

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Section 5. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each member of the Board by the president.

Section 6. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board may do or cause to be done all other lawful acts and things that are not by law, the declaration of condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

ARTICLE IV. - OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation. All such officers shall be covered by a fidelity bond in an appropriate amount, the premium for which shall be a common expense.

Section 2. The president shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the

general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committees when so required. He shall have charge of the minute book and such records and papers as the Board may direct and shall perform all duties incident to the office of secretary, including the sending of notices of meetings to the members of the Board and committees, and such other duties as may be prescribed by the By-laws or by the Board or the president. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate. He shall compile and keep up to date,

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at the principal office of the Association, a complete list of the members and their last known post office addresses, and the names and addresses of any proxy holders or voting trustees. The secretary shall make the minute books available for inspection by the members and directors at all reasonable times.

Section 4. The vice-president or vice-presidents shall be vested with all the powers and required to perform all the duties of the president in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one vice-president, the Board of Directors may prescribe the order in which the vice-presidents shall assume control in the absence of the president.

Section 5. The treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board or by the president, shall make proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the Board or whenever they or either

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of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. The accounting records of the Association shall be available for inspection by the unit owners at all reasonable times, and a summary thereof shall be provided to each unit owner along with the notice of the annual meeting required in Article II, Section 2 hereof.

ARTICLE V. - MANNER OF COLLECTING FROM THE UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

The Association shall collect from the unit owners their respective shares of the common expenses in accordance with the procedure prescribed in the declaration of condominium.

ARTICLE VI. - AUTHORITY OF DIRECTORS

Section 1. The Board of Directors is authorized to adopt or to amend rules and regulations, not inconsistent with the declaration of condominium and the articles of incorporation governing the manner of use of the units and appurtenances, the common elements, and all the facilities owned or controlled by the Association. The Board may, when appropriate, make reasonable delegation of its rule-making authority to officers and employees of the Association.

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Section 2. In addition to the remedies provided in the declaration of condominium, the articles of incorporation or the Bylaws of the Association, the Board of Directors may assess and charge any offending member or members a sum not to exceed One Hundred Fifty Dollars (\$150.00) for each infraction of the rules or regulations. When such a fine is levied, it will constitute a lien against the unit owned or occupied by the violator unless paid within ten (10) days after receipt of written notice thereof. The lien provided for herein shall be inferior to the lien of any mortgage on the unit, whenever created.

ARTICLE VII. - SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE VIII. - AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the membership cast at a duly called meeting shall be necessary to amend the Bylaws. No modification of or amendment to the Bylaws shall

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be valid unless set forth in or annexed to a duly recorded amendment to the declaration of condominium.

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