

8.00

This instrument was prepared by

John B. Freeborn

OF PEEKES, ROBERTSON, GRACY & FREEDMAN, P.A.

225 Broadway, Dunedin, Florida

(1)

70102282

O.R. 3417 PAGE 264

GRANT OF EASEMENT

THIS INDENTURE made and entered into on this 20<sup>th</sup> day of October, 1970, by and between J. J. SHINAVER a/k/a JACK J. SHINAVER and DOLORES A. SHINAVER, his wife, of the County of Pinellas, State of Florida, "GRANTORS", and LARRY W. HOFFMAN and SUZANNE W. HOFFMAN, his wife, of the County of Pinellas, State of Florida, "GRANTEES".

WITNESSETH:

WHEREAS, the Grantors are seized in fee simple and in possession of certain lands in Pinellas County, Florida, particularly described as:

Lots 1, 2, 3, 7, 8, 9 and 10, Block 1, DUNEDIN SHORES SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 27, Page 53, of the Public Records of Pinellas County, Florida, and

WHEREAS, the Grantors have agreed to sell and the Grantees have agreed to buy by separate contract dated the 10th day of August, 1970, that part of the said property described as follows:

Lot 1, Block 1, DUNEDIN SHORES SUBDIVISION according to the map or plat thereof as recorded in Plat Book 27, Page 53, of the Public Records of Pinellas County, Florida, and

WHEREAS, the Grantors have agreed by such contract to grant an easement over the land hereinafter described to the Grantees in consideration of the mutual promises and covenants contained in said contract, and

WHEREAS, the Grantors have additionally agreed that subsequent conveyances of lots contiguous to the easement so granted shall be subject to the same, and

WHEREAS, the Grantors have agreed in consideration of the contract hereinbefore mentioned and other good and valuable

Oct 26 12 16 PM '70

RECORDED  
PINELLAS CO. FLORIDA  
HARDY MULLENBORN, CLERK

PEEKES,  
ROBERTSON, GRACY  
& FREEDMAN, P.A.  
ATTORNEYS AT LAW  
225 BROADWAY  
DUNEDIN, FLORIDA 33511

considerations, to grant to the Grantees, and all other persons claiming by, through or under Grantors, or either of them, their predecessors in title or their heirs, assigns or legal representatives by virtue of any deeds of conveyances describing the property owned by the Grantors, an easement or right-of-way over the land described below for the purposes and in the manner expressed below.

NOW THIS INDENTURE WITNESSETH:

That in pursuance to this Agreement and for the considerations hereinbefore mentioned Grantors grant unto the Grantees, their heirs and assigns and to all other likely situated as above described and their heirs and assigns:

Full and free right and liberty for them and their tenants, servants, visitors and licensees in common with all persons having the like right, at all times hereafter for all purposes connected with the use and enjoyment of the land of the Grantees, and those likely situated, for whatever purpose the land from time to time may lawfully be used and enjoyed to pass and repass along the provided road-way or road-ways more particularly described as follows:

The E 10' of Lots 1, 2 and 3, and the W 10' of Lots 7, 8, 9 and 10, all of Block 1, DUNEDIN SHORES SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 27, Page 53, of the Public Records of Pinellas County, Florida;

to have and to hold the easement or right-of-way hereby granted unto the Grantees, their heirs and assigns, and those likely situated as described above, and their heirs and assigns as appurtenant to the land of the Grantees and those likely situated and every part of it.

It is understood that the easement is given upon the

PEERLES,  
ROBERTSON, GRACY  
& FREEMAN, P.A.  
ATTORNEYS AT LAW  
222 BROADWAY  
FLORIDA 32278

expressed understanding and condition that it may be used by the Grantors, their heirs, executors, administrators and assigns in connection with the use of the Grantees, their heirs and assigns and others likely situated and their heirs and assigns.

It is further understood that the Grantors, their heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair; nor do Grantees, their heirs and assigns assume any liability or responsibility to any person using the land by invitation, expressed or implied.

IN WITNESS WHEREOF, the Grantors have set their hands and seals on the day and year first above written.

*[Handwritten signatures]* (SEAL)  
Witnesses *[Handwritten signature]* (SEAL)  
Grantors

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared J. J. SHINAVER a/k/a JACK J. SHINAVER and DOLORES A. SHINAVER, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.  
WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of October, 1970.

*[Handwritten signature]*  
Notary Public  
My Commission Expires

Notary Public, State of Florida, at Large  
My Commission Expires March 29, 1974  
Issued By American Title & County Co.

PEEBLES,  
BERTSON, GRACY  
...ORN, P.A.  
... AT LATA  
... BROADWAY  
FLORIDA 33214

*Richard F. DeBlasio*  
CLERK OF THE CIRCUIT COURT  
PINELLAS COUNTY, FLORIDA

This Instrument Prepared By: *40*  
G. PENFIELD JENNINGS  
FREEBORN, JENNINGS & RUGGLES  
1960 Bayshore Boulevard  
Dunedin, Florida 33528

Dec 18 5 18 PM '86

01 Cert. 15.00  
40 Rec. *52.00*  
41 OS \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot *52.00 OK*

**CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM, PLAT AND BY-LAWS  
OF ASSOCIATION OF THE PROFESSIONAL CENTER, A CONDOMINIUM**

**THIS INSTRUMENT** is made and entered into this *5th* day of December, 1986, to amend the Declaration of Condominium of **THE PROFESSIONAL CENTER, A CONDOMINIUM**, recorded in Official Records Book 4563, at Pages 495 through 533, and Condominium Plat Book 25, at Page 31, both of the Public Records of Pinellas County, Florida, for the purposes herein expressed. Said instrument has been once previously amended by Certificate of Amendment to the Declaration of **THE PROFESSIONAL CENTER, A CONDOMINIUM**, recorded in Official Records Book 5186, at Pages 1667 through 1673, and Amended Condominium Plat filed in Condominium Plat Book 50, at Page 54, of said described Public Records.

**STATEMENT OF PURPOSE**

The purpose of this instrument is to amend the foregoing Declaration of Condominium and the Exhibits to it, to provide the following:

1. To divide Units B and F into Units B-1, B-2, F-1 and F-2.
2. To correct certain errors in the boundary descriptions of Units C, D and E.

**AMENDMENT AUTHORITY**

The undersigned parties constitute all of the Owners, lienholders and other parties in interest of, in and to all Condominium Units and property of this Condominium.

**AMENDMENT ACTION**

The undersigned parties hereby amend the Declaration of Condominium of **THE PROFESSIONAL CENTER, A CONDOMINIUM**, recorded in Official Records Book 4563, at Pages 495 through 533; amend the Condominium Plat thereof recorded in Plat Book 25, at Page 31; and amend the By-Laws of **THE PROFESSIONAL CENTER, A CONDOMINIUM, INC.**, which are recorded as Exhibit C to said Declaration; all of the Public Records of Pinellas County, Florida, as set forth below:

1. **REPLAT.** The Condominium Plat filed in Condominium Plat Book 25, at Page 31, of the Public Records of Pinellas County, Florida is hereby amended by Replat thereof attached to this Certificate of Amendment, and filed in the Condominium Plat book as indicated on the bottom of this page. This Replat identifies new Units B-1, B-2, F-1 and F-2 of this Condominium, and also corrects certain surveying errors found on the original Plats of record for the Condominium. This Replat is in substitution for the Replat filed in Official Records Book 5186, at Page 1667, et. seq., (as an Exhibit to a Certificate of Amendment to the Declaration of Condominium), and in Condominium Plat Book 50, at Page 54, of the foregoing Public Records. When taken together with the original Plat, this Replat identifies and describes the Condominium and each Unit with all of the detail and particularly required by Florida Statutes, Chapter 718.

REPLAT OF CONDOMINIUM PLAT FILED IN CONDOMINIUM PLAT BOOK 93, AT PAGES 122 THROUGH 123, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ORIGINAL CONDOMINIUM PLAT PERTAINING HERETO IS RECORDED IN CONDOMINIUM PLAT BOOK 25 Page 31.

*170 L.P. Freeborn, Jennings*

2. **"SHARED AREA" DEFINED.** The following definition shall be added as Paragraph I to Article V, DEFINITIONS, of the Declaration of Condominium:

I. **SHARED AREA** means any area within the boundaries of a Unit which function or are used in common with an adjoining Unit. These include but are not limited to utilities, utility rooms, bathrooms storage areas, work areas and entryways.

3. **AMENDMENT TO PARAGRAPH H OF ARTICLE V OF THE DECLARATION OF CONDOMINIUM.** The last two sentences of Paragraph H of Article V of the Declaration of Condominium are hereby amended to read as follows, for the purpose of describing the newly created Condominium Units:

There are nine (9) Condominium Units within this Condominium, and each is identified on Exhibit "A" hereto. For purposes of identification, these Units are designated as Units A-1, A-2, B-1, B-2, C, D, E, F-1 and F-2.

4. **AMENDMENT TO PARAGRAPH A OF ARTICLE VI OF THE DECLARATION OF CONDOMINIUM.** The first sentence of Paragraph A of Article VI of the Declaration of Condominium is hereby amended to read as follows:

Each Condominium Unit Owner shall be responsible for the common expenses pertaining to his Condominium and any common surplus shall be owned by such Condominium Unit Owner according to the percentage of ownership in the common elements appurtenant to such Condominium Unit.

5. **AMENDMENT TO PARAGRAPH B OF ARTICLE VI OF THE DECLARATION.** The first sentence of Paragraph B of Article VI of the Declaration of Condominium shall be amended to read as follows:

There is appurtenant to each of Condominium Units C, D and E, an undivided one-sixth interest in and to the common elements and the Condominium property of this Condominium. To each of Units A-1, A-2, B-1, B-2, F-1 and F-2 there is appurtenant an undivided one-twelfth interest therein.

6. **AMENDMENT TO PARAGRAPH E OF ARTICLE VI OF THE DECLARATION.** Paragraph E of Article VI of the Declaration shall be amended in its entirety to read as follows:

E. **Association Membership.** Membership in the Association shall be an appurtenance to each Condominium Unit, and there shall be two (2) votes per Unit for each of Units C, D, E and one (1) vote per Unit for each of Units A-1, A-2, B-1, B-2, F-1 and F-2, which votes are entitled to be cast at meetings of the membership, by the Unit Owner or Owners of each Unit. Perfection of voting rights shall be made in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

7. **AMENDMENT TO PARAGRAPH F OF ARTICLE VI OF THE DECLARATION.** Paragraph F of Article VI of the Declaration of Condominium shall be amended in its entirety to read as follows:

F. **Party Wall Provisions.** The improvements constructed on Units A-1, A-2, B-1, B-2, F-1, F-2 and on Units D and E of this Condominium have been so designated that Units A-1 and A-2, Units B-1 and B-2, Units F-1 and F-2, and Units D and E, respectively each share a common wall between them, and the roof and foundation and slab are joined. All expenses incurred for repairs, reconstruction, alteration and maintenance and insurance of any portion of such commonly shared improvements shall be borne equally by the Unit Owners

of each respective Unit except the owners of Units B-1 and B-2, who shall share such expenses on a 2/3 to 1/3 ratio. All decisions as to the maintenance, repair, alteration, modification or improvement of each of said Units shall be made in accordance with the provision of this Declaration, and also by agreement among the Unit Owners of the adjoining Units involved; and where the adjoining Unit Owners cannot so agree, then by the Condominium Association.

8. **AMENDMENT TO ARTICLE VI OF THE DECLARATION OF CONDOMINIUM.** Article VI of the Declaration of Condominium, shall be amended by adding paragraph G, to read as follows:

G. **Easements for Shared Areas.** Easements are hereby granted to each adjoining and abutting Unit Owner to use and enjoy all Shared Areas in common with all Owners of the Unit in which the Shared Areas are located. All costs and expenses relative to Shared Areas shall be borne by the Owners of the Unit and the Owners of these easement rights in equal proportions, unless all such Owners shall otherwise agree.

9. **AMENDMENT TO ARTICLE IV OF THE BY-LAWS.** The last sentence of Article IV of the By-Laws of said Association shall be amended in its entirety to read as follows:

There shall be one (1) vote cast for each of Condominium Units A-1, A-2, B-1, B-2, F-1 and F-2, and two (2) votes cast for each of Condominium Units C, D and E, for the purpose of electing Directors and for transacting any other business authorized to be transacted by the Members, either under the Declaration, the Articles of Incorporation, or these By-Laws.

10. **SIGNING AND RECORDING.** The Certificate of Amendment shall be executed by the President of THE PROFESSIONAL CENTER CONDOMINIUM, INC. and by each of the Units Owners thereof. Upon execution, it shall be recorded among the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their respective hands and seals effective the day and year first above written.

WITNESSES AS TO ALL PARTIES:

THE PROFESSIONAL CENTER, INC.

Patricia A. Johnson  
Susan D. Ware

By: Ralph W. Holjes  
RALPH W. HOLJES, President

H. Mikel Hopkins  
H. MIKEL HOPKINS, Owner of Unit A-1

Rebecca S. Hopkins  
REBECCA S. HOPKINS, Owner of Unit A-1

Jeffrey M. Niesen  
JEFFREY M. NIESEN, Owner of Unit A-2

Jane L. Niesen  
JANE L. NIESEN, Owner of Unit A-2

Marshall H. Jones  
MARSHALL H. JONES, M.D.,  
Owner of Unit B

[Signature]  
G. PENFIELD JENNINGS,  
Owner as Tenant in Common of  
Units C and F and Unit A-1

[Signature]  
JOHN B. FREEBORN, Owner as Tenant  
in Common of Unit C

[Signature]  
THOMAS W. RUGGLES, Owner as Tenant  
in Common of Units C and F

[Signature]  
RALPH W. HOLJES, Owner as Tenant  
in Common of Unit D and Unit A-1

[Signature]  
DONITA J. HOLJES, Owner as Tenant  
in Common of Unit D

[Signature]  
PETER M. DUNBAR, Owner as Tenant  
in Common of Unit E

[Signature]  
WAYNE J. BOYER, Owner as Tenant  
in Common of Unit E

[Signature]  
ANN P. DUNBAR, as Trustee, Owner as  
Tenant in Common of Unit F and Unit A-1

[Signature] AS TRUSTEE  
DAVID W. DUNBAR, as Trustee, Owner as  
Tenant in Common of Unit F and Unit A-1

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, personally appeared RALPH W. HOLJES, individually and as President and on behalf of THE PROFESSIONAL CENTER, INC., DONITA J. HOLJES, H. MIKEL HOPKINS, REBECCA S. HOPKINS, JEFFREY M. NIESEN, JANE L. NIESEN, MARSHALL H. JONES, G. PENFIELD JENNINGS, JOHN B. FREEBORN, THOMAS W. RUGGLES, PETER M. DUNBAR, WAYNE J. BOYER, ANN P. DUNBAR and DAVID W. DUNBAR, to me well known and known to me to be the persons described in and who executed the foregoing instrument freely and voluntarily and acknowledged to and before me that they executed said instrument in their respective capacities and for the purposes therein expressed.

WITNESS my hand and official seal, this 5<sup>th</sup> day of December, 1986.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Fla.  
My Commission Exp. 5/26/87  
Bonded thru Troy-Fair Ins.

ATTACHMENT TO CERTIFICATE OF AMENDMENT

CONSENT OF MORTGAGEE

FIRST UNION NATIONAL BANK OF FLORIDA, as Mortgagee of a Unit within the aforescribed Condominium, hereby consents to the foregoing Amendment.

FIRST UNION NATIONAL BANK OF FLORIDA

By: *Christopher D. Brown*

STATE OF FLORIDA

COUNTY OF PINELLAS

THIS INSTRUMENT was acknowledged before me this 9<sup>th</sup> day of December, 1986, by *Christopher D. Brown*, as *Vice President* of FIRST UNION NATIONAL BANK OF FLORIDA, on behalf of the Corporation.

*Shiraine Bonner*  
NOTARY PUBLIC

My Commission Expires:        Notary Public, State of Florida  
My Commission Expires 12/31/1988  
Based Upon Title Insurance, Inc.



ATTACHMENT OF CERTIFICATE OF AMENDMENT

CONSENT OF MORTGAGEE

REPUBLIC BANK, as Mortgagee of a Unit within the aforescribed Condominium, hereby consents to the foregoing Amendment.

REPUBLIC BANK

By: 

David W. Dunbar, President



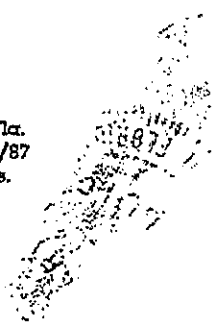
STATE OF FLORIDA

COUNTY OF PINELLAS

THIS INSTRUMENT was acknowledged before me this 5th day of December, 1986, by David W. Dunbar, as President of REPUBLIC BANK, on behalf of the Corporation.

  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Fla.  
My Commission Exp. 5/26/87  
Bonded thru Troy-Fain Ins.



ATTACHMENT TO CERTIFICATE OF AMENDMENT

CONSENT OF MORTGAGEE

McNULTY BANKING COMPANY, formerly THE FIRST BANK OF TREASURE ISLAND as Mortgagee of a Unit within the aforescribed Condominium, hereby consents to the foregoing Amendment.

McNULTY BANKING COMPANY

By:

George B. Church

STATE OF FLORIDA

COUNTY OF PINELLAS

THIS INSTRUMENT was acknowledged before me this 16<sup>th</sup> day of December, 1986, by George B. Church, as Senior Vice President of McNULTY BANK COMPANY, on behalf of the Corporation.

Betty Louise Call

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires DEC, 19, 1986

ATTACHMENT TO CERTIFICATE OF AMENDMENT

CONSENT OF MORTGAGEE

FORTUNE SAVINGS BANK, formerly FORTUNE FEDERAL SAVINGS AND LOAN ASSOCIATION, as Mortgagee of a Unit within the aforescribed Condominium, hereby consents to the foregoing Amendment.

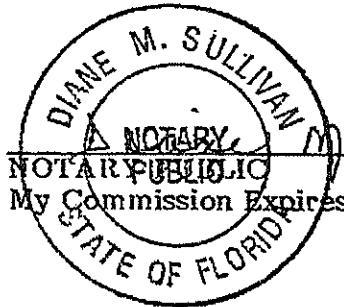
FORTUNE SAVINGS BANK

By: *Gordon R. Miller*  
Gordon R. Miller, Vice President

STATE OF FLORIDA

COUNTY OF PINELLAS

THIS INSTRUMENT was acknowledged before me this 18 day of December, 1986, by *Gordon R. Miller*, as *Vice President* of FORTUNE SAVINGS BANK, on behalf of the Corporation.

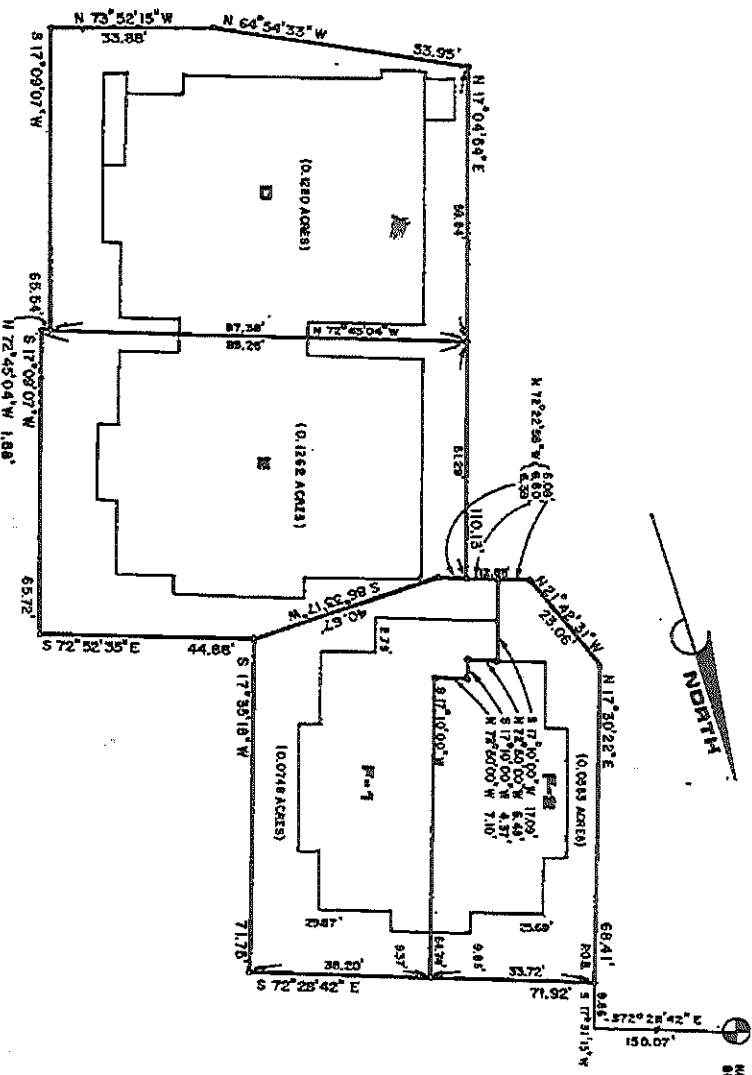


*Diane M. Sullivan*  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 17, 1990

ATTACHMENT TO CERTIFICATE OF ALIGNMENT

**THE PROFESSIONAL CENTER A CONDOMINIUM  
UNITS D, E & F**  
BEING A REPLAY OF THE PROFESSIONAL CENTER A CONDOMINIUM, AS FILED IN CONDOMINIUM BOOK 89, PAGE 31  
OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA



Surveyor's Certificate

I certify that I am a surveyor, authorized to practice in the state of Florida. I further certify that the buildings and condominium lots shown hereon are complete, as that the walls, together with the provisions of the specifications describing the construction of the improvements, are to be determined from the location of the dimensions of each unit can be determined as indicated. That all planned improvements, including the way and facilities serving such buildings are complete.

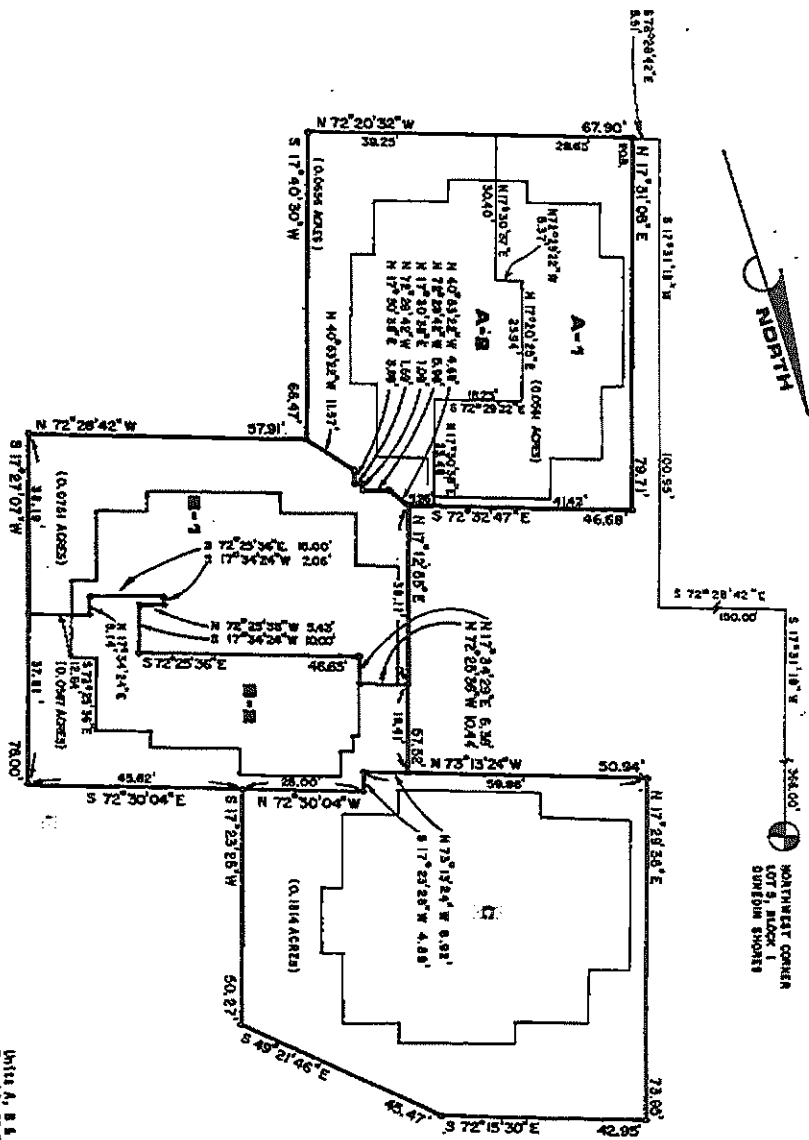
*Robert J. Sippl*  
Robert J. Sippl, P.L.S. 3793

Legal Description

Units D, E & F of the Professional Center, a Condominium, Section 27, Town of Dunedin, County of Pinellas, State of Florida, as shown on the plat of the Professional Center, a Condominium, Book 89, Page 31 of the Public Records of Pinellas County, Florida, and as more particularly described as follows: Lot 5, Block 1 of Dunedin Shores Subdivision, a certain lot in the south 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 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2134, 2135, 2136, 2137, 2138, 2139, 2140

ATTACHMENT TO CERTIFICATE OF AMENDMENT

**THE PROFESSIONAL CENTER A CONDOMINIUM UNITS A, B & C**  
 BEING A REPLAT OF THE PROFESSIONAL CENTER A CONDOMINIUM AS FILED IN CONDOMINIUM BOOK 89, PAGE 81, AND THE PROFESSIONAL CENTER A CONDOMINIUM UNIT A & B, AS FILED IN CONDOMINIUM BOOK 89, PAGE 84 OF THE PUBLIC RECORDS OF PHILLIPS COUNTY, FLORIDA



Surveyor's Certificate

I certify that I am a surveyor, authorized to practice in the state of Florida. I further certify that the buildings and condominium lots shown herein are complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and the dimensions of the improvements, and so that the identification, location and dimensions of such units can be determined from these materials. That all planned improvements, including, but not limited to, landscaping, utility services and access to the unit and facilities serving such buildings are complete.

*Robert J. Sippel*  
 Robert J. Sippel, P.L.S. 3793



SHEET 1 OF 2

Legal Description

Units A, B & C of the Professional Center, a Condominium, Section 32, Township 28 South, Range 15 East 11th in Condominium Book 89, Page 81, and the Professional Center a Condominium Unit A & B, filed in Condominium Book 89, Page 84 of the Public Records of Phillips County, Florida, more particularly described as follows: Commencing at the Northwest corner of Lot 5, Block 1, of the Dandelion Shores Subdivision, as recorded in 1985 South 17921 (7) 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 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1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 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1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106,

01 Cash 11.00  
40 Rec 25.00  
41 DS 25.00  
43 Int \_\_\_\_\_  
Tot 50.00

*Harlan F. Dieblaker*  
CLERK CIRCUIT COURT

This Instrument Prepared By:  
G. PENFIELD JENNINGS  
FREEBORN, JENNINGS & RUGGLES  
1960 Bayshore Boulevard  
Dunedin, Florida 33528

MAY 6 9 05 AM '81

81070625

**CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM, PLAT AND BY-LAWS  
OF ASSOCIATION OF THE PROFESSIONAL CENTER, A CONDOMINIUM**

**THIS AMENDMENT** is made and entered into this 13 day of ~~February~~ March, 1981, to amend the Declaration of Condominium of **THE PROFESSIONAL CENTER, A CONDOMINIUM**, recorded in O.R. Book 4563, at Pages 495 through 533, and Condominium Plat Book 25, at Page 31, both of the Public Records of Pinellas County, Florida, for the purposes herein expressed.

**WITNESSETH:**

**WHEREAS**, the undersigned parties constitute all of the record Owners, lien holders and other parties in interest of, in and to all of the Condominium Units of **THE PROFESSIONAL CENTER, A CONDOMINIUM**, recorded as herein described in the Public Records of Pinellas County, Florida; and

**WHEREAS**, the said Owners desire to amend the said Declaration of Condominium and the Condominium Plat thereof in the manner set forth in this Agreement; and

**WHEREAS**, on January 5, 1981, meetings of the Unit Owners and of the Board of Directors of **THE PROFESSIONAL CENTER, A CONDOMINIUM, INC.**, its Condominium Association, was duly called and held, wherein by Resolutions unanimously adopted by the said Unit Owners and said Board of Directors, the Owners and the Board voted to amend the said Condominium Declaration in the manner provided herein, and authorized **RALPH W. HOLJES**, as President of the Association, to execute this Certificate of Amendment;

**NOW, THEREFORE**, the undersigned parties, by their respective Hands and Seals, do hereby amend the Declaration of Condominium of **THE PROFESSIONAL CENTER, A CONDOMINIUM**, in O.R. Book 4563, at Pages 495 through 533; amend the Condominium Plat thereof recorded in Plat Book 25, at Page 31; and amend the By-Laws of **THE PROFESSIONAL CENTER, A CONDOMINIUM, INC.**, which are recorded as Exhibit C to said Declaration; all of the Public Records of Pinellas County, Florida, as set forth below:

1. **PURPOSE OF AMENDMENT.** The purpose of this Amendment is to divide Unit A into two (2) units to be designated Unit A-1 and Unit A-2, respectively, and to adjust the boundary between those Units and Unit B as to provided proper access to Unit A-2.
2. **REPLAT.** The Condominium Plat recorded in the aforescribed Public Records and as Exhibit "A" to said described Declaration is hereby amended as to the identification and description as Units A and B by the Replat of those Units by the Replat recorded in Condominium Plat Book 50, at Page 54 through \_\_\_\_\_, of the said described Public Records, a copy of which is attached as Exhibit "A" to this Certificate of Amendment. The Exhibit "A" hereto shall become Page 3 of the Exhibit "A" to said described Declaration of Condominium, and shall be an additional part thereof.
3. **AMENDMENT TO PARAGRAPH H OF ARTICLE V OF THE DECLARATION OF CONDOMINIUM.** The last two sentences of Paragraph H of Article V of the Declaration of Condominium are hereby amended to read as follows, for the purpose of describing the newly created Condominium Units:

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 25 PAGE 31.  
AMENDED IN CONDOMINIUM PLAT BOOK 50 PAGE 54.

"For purposes of identification, the Units are designated as Units A-1, A-2, B, C, D, E and F. There are seven (7) Condominium Units within this Condominium, and each is identified on Exhibit "A" hereto."

4. **AMENDMENT TO PARAGRAPH A OF ARTICLE VI OF THE DECLARATION OF CONDOMINIUM.** The first sentence of Paragraph A of Article VI of the Declaration of Condominium is hereby amended to read as follows:

"There is appurtenant to each of Condominium Units A-1 and A-2 an undivided one-twelfth interest in and to the common elements and the Condominium property of this Condominium; and there is appurtenant to each of the Condominium Units B, C, D, E and F, an undivided one-sixth interest in and to the common elements and the Condominium property of this Condominium."

5. **AMENDMENT TO PARAGRAPH B OF ARTICLE VI OF THE DECLARATION.** The first sentence of Paragraph B of Article VI of the Declaration of Condominium shall be amended to read as follows:

Each Condominium Unit Owner shall be responsible for the common expenses pertaining to his Condominium, and any common surplus shall be owned by such Condominium Unit Owner according to the percentage of ownership in the common elements appurtenant to such Condominium Unit, which is an equal undivided one-sixth (1/6) interest for Units B, C, D, E and F, and an equal undivided one-twelfth interest for Units A-1 and A-2.

6. **AMENDMENT TO PARAGRAPH E OF ARTICLE VI OF THE DECLARATION.** Paragraph E of Article VI of the Declaration shall be amended in its entirety to read as follows:

E. Association Membership. Membership in the Association shall be an appurtenance to each Condominium Unit, and there shall be two (2) votes per Unit for each of Units B, C, D, E and F, and one (1) vote per Unit for each of Units A-1 and A-2, entitled to be cast at meetings of the membership, by the Unit Owner or Owners of each Unit. Perfection of voting rights shall be made in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

7. **AMENDMENT TO PARAGRAPH F OF ARTICLE VI OF THE DECLARATION.** Paragraph F of Article VI of the Declaration of Condominium shall be amended in its entirety to read as follows:

F. Party Wall Provision For Units A-1 and A-2 and D and E. The improvements constructed on Units A-1 and A-2, and on Units D and E of this Condominium have been so designated that Units A-1 and A-2, and Units D and E, respectively each share a common wall between them, and the roof and foundation and slab are joined. Accordingly, all expenses incurred for repairs, reconstruction, alteration and maintenance and insurance of any portion of such commonly shared improvements shall be born equally by the Unit Owners of each respective Unit. All decisions as to the maintenance, repair, alteration, modification or improvement of each of said Units shall be made in accordance with the provision of this Declaration, and also by agreement among the Unit Owners of the adjoining Units involved; and where the adjoining Unit Owners cannot so agree, then by the Condominium Association.

8. **AMENDMENT TO ARTICLE XX OF THE DECLARATION.** The name and address of the Resident Agent of the Association as designated in Article XX of

the Declaration of Condominium is hereby changed to:

G. PENFIELD JENNINGS  
1960 Bayshore Boulevard  
Dunedin, Florida 33528

9. **AMENDMENT TO ARTICLE I OF THE BY-LAWS.** Article I of the By-Laws of THE PROFESSIONAL CENTER CONDOMINIUM, INC. which are recorded as Exhibit "C" to the said described Declaration of Condominium, is hereby amended in its entirety to read as follows:

1. **OFFICE** - The office of the Association shall be 1960 Bayshore Boulevard, Dunedin, Florida 33528, or as otherwise directed by the Board of Directors from time to time.

10. **AMENDMENT TO ARTICLE IV OF THE BY-LAWS.** The last sentence of Article IV of the By-Laws of said Association shall be amended in its entirety to read as follows:

"There shall be one (1) vote cast for each of Condominium Units A-1 and A-2, and two (2) votes cast for each of Condominium Units B, C, D, E and F for the purpose of electing Directors and for transacting any other business authorized to be transacted by the Members, either under the Declaration, the Articles of Incorporation, or these By-Laws."

11. **AMENDMENT TO SUBPARAGRAPH F OF ARTICLE IV OF THE BY-LAWS.** Subparagraph F of Article IV of the By-Laws of said Association shall be amended in its entirety to read as follows:

"F. **Proxies.** Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, and must be filed with the Secretary at or before the appointed time of the meeting."

12. **SIGNING AND RECORDING.** The Certificate of Amendment shall be executed by the President of THE PROFESSIONAL CENTER CONDOMINIUM, INC. and by each of the Units Owners thereof, and their mortgagees and lien holders of record. Upon execution, it shall be recorded among the Public Records of Pinellas County, Florida.

**IN WITNESS WHEREOF,** the undersigned parties have hereunto set their respective hands and seals effective the day and year first above written.

WITNESSES AS TO ALL PARTIES:

THE PROFESSIONAL CENTER, INC.

*Phil L. Wyllie*  
*Barbara J. Haynes*

By *Ralph W. Holjes*  
RALPH W. HOLJES, President

*Ralph W. Holjes*  
HOLJES AND DAVID, P.A., Owner  
of Unit D, By RALPH W. HOLJES

*Marshall H. Jones*  
MARSHALL H. JONES, M.D.,  
Owner of Unit B

*G. Penfield Jennings*  
G. PENFIELD JENNINGS,  
Owner of Unit C



Ralph W. Holjes  
RALPH W. HOLJES, Owner as Tenant  
in Common of Unit A

Carl O. Dunbar  
CARL O. DUNBAR,  
Owner of Unit E

G. Penfield Jennings  
G. PENFIELD JENNINGS, Owner as Tenant  
in Common of Units F and A

Carl O. Dunbar  
CARL O. DUNBAR, Owner as Tenant  
in Common of Units F and A

John B. Freeborn  
JOHN B. FREEBORN, Owner as Tenant  
in Common of Unit F

Thomas W. Ruggles  
THOMAS W. RUGGLES, Owner as Tenant  
in Common of Unit F

O.R. 5186 PAGE 1670

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, personally appeared RALPH W. HOLJES, MARSHALL H. JONES, G. PENFIELD JENNINGS, CARL O. DUNBAR, JOHN B. FREEBORN and THOMAS W. RUGGLES, to me well known and known to me to be the person described in and who executed the foregoing instrument freely and voluntarily and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed.

1981. WITNESS my hand and official seal, this 29 day of January,

Paul L. Wyllie  
NOTARY PUBLIC  
My Commission Expires:

STATE OF FLORIDA

COUNTY OF PINELLAS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

BEFORE ME, personally appeared RALPH W. HOLJES AND G. PENFIELD JENNINGS, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and ~~XXXXXXXXXXXXXXXXXXXX~~ Secretary of the above named THE PROFESSIONAL CENTER CONDOMINIUM, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal authority, and that said instrument is the free act and deed of said corporation.

1981. WITNESS my hand and official seal, this 29 day of January,

Paul L. Wyllie  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT OF MORTGAGEE

FORTUNE FEDERAL SAVINGS & LOAN ASSOCIATION, Clearwater, Florida, herein called the "Mortgagee", the owner and holder of a mortgage upon the lands dedicated to the Condominium Ownership by the Declaration of Condominium described herein, which mortgage is dated November 15, 1971, and is recorded in O. R. Book 3666, Page 108, of the Rublic Records of Pinellas County, Florida, hereby consents to the making of the foregoing Amendment to the said described Declaration of Condominium, and the Mortgagee agrees that its lien on Unit A of said described Condominium shall hereafter be upon Units A-1 and A-2, as have been created by this Amendment.

WITNESSES:

*Maria J. Peterson*  
*Diana S. Leonard*  
(CORPORATE SEAL)

FORTUNE FEDERAL SAVINGS & LOAN ASSOCIATION of Clearwater

By: *James E. Phillips*  
Senior Vice President

ATTEST:

*Kay R. Degen*  
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, personally appeared James E. Phillips and Kay R. Degen, as Senior Vice President and Secretary respectively of FORTUNE FEDERAL SAVINGS & LOAN ASSOCIATION of Clearwater, Florida, to me well known, and they acknowledged before me that they are the duly authorized officers of said corporation and that they executed the foregoing instrument for the uses and purposes therein expressed with full authority for such action.

WITNESS my hand and official seal, this 10th day of February, 1981.

*Diana S. Leonard*  
NOTARY PUBLIC  
My Commission Expires:  
NOTARY PUBLIC, State of Florida At Large  
My Commission Expires February 27th, 1983.

CONSENT OF MORTGAGEE

FIRST BANK OF TREASURE ISLAND (now: First Bank of Pinellas County,) herein called the "Mortgagee", the owner and holder of a Mortgage upon Unit "B" of the Condominium described herein, which Mortgage is dated July 1, 1977, and is recorded in O. R. Book 4568, Page 1526, of the Rublic Records of Pinellas County, Florida, has hereby consents to the making of the foregoing Amendment to the said

described Declaration of Condominium.

WITNESSES:

FIRST BANK OF TREASURE ISLAND

Casimir Penhagge  
Leslie W. Dawson

BY: Milton V. Munson V.P.

(CORPORATE SEAL)

ATTEST:

Evanais Olsen  
\* Secretary  
\*Assistant Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, personally appeared Milton V. Munson and Evanais Olsen, as ~~Senior~~ Vice President and \*Secretary respectively of FIRST BANK OF TREASURE ISLAND, of Treasure Island, Florida, to me well known, and they acknowledged before me that they are the duly authorized officers of said corporation and that they executed the foregoing instrument for the uses and purposes therein expressed with full authority for such action.

1981. WITNESS my hand and official seal, this 13 day of March,

Casimir Penhagge  
NOTARY PUBLIC  
My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires March 7, 1983

# THE PROFESSIONAL CENTER A CONDOMINIUM UNIT A-B

Being a part of the Professional Center a Condominium Center in Dade County, Florida

## DESCRIPTION

Unit A-B of the Professional Center Condominium Center, located at the intersection of Cedar Drive and Bayshore Drive, City of Dade County, Florida. This unit is situated on a portion of the land described in the Declaration of Condominium for the Professional Center Condominium Center, recorded in Public Records of Dade County, Florida, Book 15, Page 1573. The unit is bounded by Cedar Drive to the north, Bayshore Drive to the east, and the common area to the south and west. The unit is a two-story structure with a total area of approximately 1,500 square feet. It includes a living area, a kitchen, a bathroom, and a bedroom. The unit is situated on a lot that is 100 feet wide and 150 feet deep. The unit is situated on a portion of the land described in the Declaration of Condominium for the Professional Center Condominium Center, recorded in Public Records of Dade County, Florida, Book 15, Page 1573.

## SURVEYORS CERTIFICATE

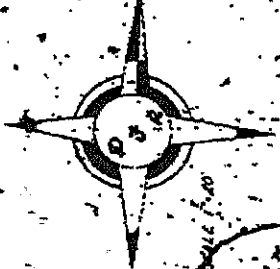
The undersigned, registered Professional Surveyors, have surveyed and shown on this plan the location and boundaries of the unit as shown on this plan. The unit is situated on a portion of the land described in the Declaration of Condominium for the Professional Center Condominium Center, recorded in Public Records of Dade County, Florida, Book 15, Page 1573. The unit is bounded by Cedar Drive to the north, Bayshore Drive to the east, and the common area to the south and west. The unit is a two-story structure with a total area of approximately 1,500 square feet. It includes a living area, a kitchen, a bathroom, and a bedroom. The unit is situated on a lot that is 100 feet wide and 150 feet deep. The unit is situated on a portion of the land described in the Declaration of Condominium for the Professional Center Condominium Center, recorded in Public Records of Dade County, Florida, Book 15, Page 1573.

David W. [Name]

Charles [Name]

[Name]

[Name]



Cedar Drive

Bayshore Drive

House Corner Lot 1, of Dade County

Lot 1

Unit A

Unit B

Unit B

7,10,06,21,3

10,15, 11,07,07,21,11

100'

150'

100'

150'

100'

150'

100'

150'

100'

150'

100'

150'

100'

150'

100'

150'

100'

150'

U.S. Air Force

Michigan Avenue

100'

150'

100'

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RECORDED  
PINELLAS CO. FLORIDA  
CLERK CIRCUIT COURT

JUN 21 4 17 PM '77

This Instrument Prepared By:  
G. Penfield Jennings of  
FREEBORN, JENNINGS, MACKENZIE &  
RUGGLES  
P. O. Box 1194  
Dunedin, Fla. 33528

01 CASH 11 Chg  
10 Rec 80.00  
11 St  
12 Sur  
13 Int  
Tot 80.00  
H

DECLARATION OF CONDOMINIUM  
OF  
THE PROFESSIONAL CENTER, A CONDOMINIUM

THIS INSTRUMENT is made and entered into this 10<sup>th</sup> day of June, 1977, by RALPH W. HOLJES, as Trustee, owner and holder of fee simple title to the properties described herein, for himself, his heirs, personal representatives, successors, beneficiaries and assigns; and he has made the following declarations:

I - PURPOSE

The purpose of this Declaration is to submit the lands described herein and the improvements thereon, to the Condominium form of ownership acknowledged and established under Chapter 718 Florida Statutes, 1977, herein called the "Condominium Act".

II - SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP

The following described real property lying in Pinellas County, Florida, together with all improvements constructed thereon, hereinafter referred to as "Condominium Property" is hereby submitted to condominium ownership as the same is established and defined under the terms of the Condominium Act:

Commence at the NW corner of Lot 5, Block 1 of Dunedin Shores according to the plat thereof as recorded in Plat Book 27 Page 53 of Public Records of Pinellas County, Florida, for a P.O.B., said P.O.B. being the Easterly R/W line of Cedar Drive and the Southerly R/W line of Michigan Blvd., thence run along said Southerly R/W line of Michigan Blvd. S 72°28'42" E, 300.00' to the intersection of the Westerly R/W line of State Road 595, thence along said Westerly R/W line S 17°31'18" W, 313.60', thence along a curve to the right, radius 1072.42', arc 145.01', Delta 7°44'50", tangent 72.61', chord 144.90', chord bearing S 21°23'43" W, thence continue along said westerly R/W S 25°16'08" W, 54.33' to the intersection of the Northerly R/W line of Shore Drive, thence run along said Northerly R/W line N 72°28'42" W, 132.89', thence N 17°31'18" E, 146.00', thence N 72°28'42" W, 150.00' to the Easterly R/W line of Cedar Drive, thence N 17°31'18" E, 366.00' along said R/W to the P.O.B.

III - CONDOMINIUM NAME

This Condominium shall hereinafter be known as THE PROFESSIONAL CENTER, A CONDOMINIUM.

IV - CONDOMINIUM ASSOCIATION

The Condominium Association for this Condominium is THE PROFESSIONAL CENTER, A CONDOMINIUM, INC., which is a non-profit corporation organized and existing under the laws of the State of Florida. The Association shall have all of the powers and duties as are set forth in this Condominium Declaration and the By-Laws attached hereto, as well as those which exist by virtue of the charter for said corporation, and those which are granted to the Condominium Association by virtue of the laws of the State of Florida. In addition, the power of this Association to purchase a Unit of the Condominium or to grant easements, licenses

(THE CONDOMINIUM PLAT PERTAINING HERETO IS RECORDED IN CONDOMINIUM PLAT BOOK 25, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.)

FREEBORN, JENNINGS,  
MACKENZIE & RUGGLES  
ATTORNEYS AT LAW  
POST OFFICE BOX 1194  
DUNEDIN, FLORIDA 33528

RETURN TO: Recording  
Holey

or rights of use to any of the Condominium properties or to any public entity in accordance with the terms of such By-Laws or of this Declaration shall be unlimited.

#### V - DEFINITIONS

Unless the context shall otherwise require, the terms used herein shall be defined as follows:

A. ASSESSMENT means a Unit Owner's pro rata share of the common expenses determined by the Association to be necessary or proper for the maintenance, management, repair, replacement, improvement or general betterment or welfare of this Condominium. Such common expenses shall include:

1. Expenses of administration; maintenance; operation, repair or replacement of the common elements and of all portions of units to be maintained by the Association.
2. Expenses declared "common expenses" by the provisions of this Declaration or any By-Laws of the Association.
3. Any valid charge against the Condominium as a whole.

B. ASSOCIATION means THE PROFESSIONAL CENTER, A CONDOMINIUM, INC., a non-profit Florida corporation, and its grantees, successors and assigns.

C. COMMON ELEMENTS means those portions of the Condominium property not included in the units, including all items stated in the Condominium Act, all tangible personal property required for the maintenance and operation of the Condominium, and the following items:

1. All lands within the Condominium Property exclusive of those lands comprising the individual Condominium Units.
2. All improvements located within the Condominium Property.
3. Easements through the Units for conduits, ducts, plumbing, wires, utilities and all other facilities providing services to other Units and to the common elements.
4. 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 such installation.

D. COMMON EXPENSES means the expenses for which the Unit Owners are liable to the Association.

E. COMMON SURPLUS means the excess of all receipts of the Association over and above the amount of common expenses and assessments.

F. CONDOMINIUM PROPERTY means and includes all lands within the Condominium as shown and declared on the Condominium Plat, other than those lands belonging to and comprising each Unit, whether or not contiguous, and all improvements thereon, and all easements and rights of use appurtenant thereto. All Condominium Property is a Common Element of the Condominium.

G. DEVELOPER means RALPH W. HOLJES, as Trustee, his successors and assigns.

H. UNIT means a Condominium Parcel, or that part of the property of the Condominium, as shown on the Condominium Plat, which is subject to exclusive ownership, together with the undivided share in the common elements, which is appurtenant to the Unit; and "UNIT" is further defined by reference to the survey and Condominium Plat or Plot Plan attached hereto. Each Condominium Unit within this Condominium consists of a separate parcel of land together with the improvements thereon, and an undivided interest or share in the Condominium Property. For purposes of identification, the Units are designated as Units A, B, C, D, E and F. There are six (6) Condominium Units within this Condominium, and each is identified on Exhibit "A" hereto.

#### VI - CONDOMINIUM UNITS AND APPURTENANCES

Each of the Condominium Units shown on the survey and plot plan attached hereto, together with all appurtenances described herein, shall constitute a separate Condominium Parcel of real property which may be owned and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium Property and subject only to the provisions of this Declaration and other instruments of record pertaining thereto. The following are the appurtenances to each such Unit:

A. Undivided shares in the common elements. There is appurtenant to each Condominium Unit an undivided one-sixth (1/6) interest in and to the Common Elements and the Condominium Property of this Condominium. The fee title to each Condominium Unit shall include both the ownership of the parcel of land described on the attached survey or plot plan, and such equal undivided interest, and this interest shall be deemed to be conveyed or encumbered with the respective Condominium Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit. This undivided share or ownership of the Common Elements may not be severed from the ownership of the fee interest in the Condominium Unit to which the same is appurtenant, and any attempted severance shall be of no effect, and void.

B. Allocation of common expenses and common surpluses. Each Condominium Unit owner shall be responsible for the common expenses pertaining to his Condominium, and any common surplus shall be owned by such Condominium Parcel owner according to the percentage of ownership in the Common Elements appurtenant to such Condominium Unit, which is an equal undivided one-sixth (1/6) interest. The right to share in any common surplus does not include the right to withdraw or require payment or distribution thereof, except upon termination and dissolution of the Condominium or upon determination of the Condominium Association, made in accordance with its Articles of Incorporation and By-Laws, to make such withdrawal or distribution.

C. Parking Spaces. An equal number of the parking spaces established and constructed on the Condominium Property may be assigned to each Condominium Unit by the Condominium Association. These parking spaces shall be used by the Unit Owner, his tenants, guests, licensees or invitees, only in accordance with such use restrictions as may, from time to time, be established by the Association, therefor.

D. Easements. All easements described herein or which may hereafter be created and granted by the Condominium Association to the Unit Owners shall exist and be constituted as appurtenances to each Condominium Unit.

E. Association Membership. Membership in the Association shall be an appurtenance to each Condominium Unit, and each Unit Owner shall be entitled to one (1) vote for each Unit owned by him. Perfection of voting rights shall be made in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

F. Party Wall Provision for Units D and E. The improvements constructed on Units D and E of this Condominium have been so designed that such Units share a common wall between them and the roof and foundation and slab are joined. Accordingly, all expenses incurred for repairs, reconstruction, alteration or replacement of any portion of such commonly shared improvements shall be borne equally by the Unit Owners of each respective Unit.

#### VII - USE RESTRICTIONS

In order to provide for a congenial occupation of THE PROFESSIONAL CENTER, A CONDOMINIUM, the use of each Condominium Unit shall be restricted to and governed by the following provisions:

1. No Unit shall be used for any purpose other than the maintenance of professional or business offices therein, and purposes which are incidental to the use and maintenance of such offices by the occupants thereof.
2. The Common Elements shall be used only for parking and other purposes designated by the Association.
3. All permitted uses shall be limited to such as in the opinion of the Condominium Association, are not inconsistent with the maintenance of the general character of THE PROFESSIONAL CENTER, A CONDOMINIUM, as an office building complex of first and highest quality, character and reputation.
4. No nuisances shall be allowed upon the property nor shall any use or practice be permitted which, in the opinion of the Condominium Association, shall be a source of annoyance to other Unit Owners, or which shall interfere with the peaceful possession and proper use of other Units.
5. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.
6. If any governmental license or permit shall be required for the proper and lawful conduct of business in any particular Unit, and if failure to secure such license or permit would in any way affect other Unit Owners or the Association, the owner of such particular Unit, at its expense, shall procure and maintain such license or permit, and shall submit the same to the inspection of the Association, and shall comply with all the terms and conditions thereof.



7. No Unit Owner shall cause or permit to be discharged into the common sewage lines or onto the Condominium Property any matter or thing which might reasonably be anticipated to cause damage to such lines or to the Condominium Property, or to spread odors or otherwise be offensive to other Unit Owners.

8. Each Unit shall be used only for such purposes and to such extent as will not overload or unreasonably interfere with any Common Element or the enjoyment of any Common Element by the Owners of other Units.

#### VIII - MAINTENANCE OF COMMON ELEMENTS

The maintenance of the Common Elements shall be the exclusive responsibility of the Association, cost therefor being assessed in the manner set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

#### IX - MAINTENANCE, REPAIR AND ALTERATION OF THE CONDOMINIUM UNITS.

A. Responsibility. Each Condominium Unit Owner shall be solely responsible for the maintenance, repair and replacement, at his expense, of all portions of his respective Condominium Unit. All such work shall be done without disturbing the rights of the other Condominium Unit Owners.

B. No Exterior Alterations. No Condominium Unit Owner shall cause any modification to be made in the design, color or appearance of his Condominium Unit without the prior written consent of the Condominium Association, which may be withheld or granted with conditions, in its discretion.

C. Exterior Maintenance. The exterior portion of all Condominium Units shall be maintained in a first class and highest quality condition and appearance at all times. Each Unit Owner shall be responsible, at his sole cost and expense, to make such repairs and replacements, or to perform such maintenance services, as the Association may from time to time require of the Unit Owner by written instruction. In the event a Unit Owner shall fail to commence compliance with such written instructions within thirty (30) days from the date on which the same shall have been delivered to him, the Association may, at its option, arrange for such requirements to be met, and all costs thereby incurred shall thereupon be an expense assessable against such Unit Owner, and subject to all provisions contained in this Declaration, for such assessments.

#### X - ASSESSMENTS

Assessments against the Unit Owners shall be made or approved by the Association and paid by the Unit Owners to the Association in accordance with the terms and conditions contained herein and in the Articles of Incorporation and the By-Laws of the Association. In addition, the following provisions shall apply:

A. RECORDS AND ACCOUNTS. In addition to such records and accounts as shall be authorized to be kept and maintained, from time to time, by the Board of Directors of the Association, the Association shall maintain a record of all its receipts and expenditures. In addition, it shall maintain a separate account for each Condominium Unit, which shall designate the name and address of the Unit Owner, the amount of each assessment, the

dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due at all times.

B. ASSESSMENTS FOR COMMON EXPENSES. Assessments for common expenses shall be made for the calendar year, annually, in advance, in the manner determined by the Board of Directors of the Association, and in accordance with the Articles of Incorporation and By-Laws of the Association. The Association shall adopt a budget each year for fixed annual expenses and assessments which shall be due and payable by each Condominium Unit Owner in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with the first month of the fiscal year for which the assessments are made. The total of assessments shall be in the amount of the estimated common expenses for the year including a reasonable allowance for contingencies and reserves, less the amounts of unused common expense account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

C. OTHER ASSESSMENTS. The Condominium Association is hereby vested with the authority to levy additional assessments from time to time as it shall determine to be necessary or proper for the management, operation, maintenance, repair, replacement, expansion or improvement of the common elements. These additional assessments shall be paid by the Condominium Unit Owners to the Association in the same proportion required for the payment of all such other assessments.

D. ASSESSMENTS FOR LIENS AND TAXES. All liens of any nature including taxes and special assessments levied by governmental authorities which are or shall become a lien upon more than one Condominium Unit or upon any portion of the common elements shall be paid by the Association as a common expense, and shall be assessed against the Condominium Units in the proportionate share as set forth in this Declaration. Any such lien which pertains distinctly to an individual Condominium Unit shall be assessed directly to the Condominium Unit Owner.

E. LIABILITY FOR ASSESSMENTS. The Owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments pro-rated to the period after the date of such sale. Such a purchaser shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

F. LATE CHARGE, ASSESSMENT FOR UNPAID MAINTENANCE FEES OR ASSESSMENTS. In the event a Condominium Unit Owner shall fail to pay the ordinary common expenses or assessments which are collectible by the Association monthly, within fifteen (15) days from the date upon which the same shall become due and payable, then the Condominium Association is hereby vested with the

authority to levy a late charge as an additional assessment against such defaulting owner and to collect the same as provided for the collection of assessments herein. Such late charge may be any reasonable sum established by the Association through appropriate action of its Board of Directors.

G. LIEN FOR ASSESSMENTS. Each Condominium Unit Owner shall be responsible for all assessments levied upon his separate Condominium Unit. All unpaid assessments shall bear interest at the rate of ten percent (10%) per annum or the highest lawful rate, whichever is greater, from the date due until the date of payment. The Condominium Association shall have a lien upon each Condominium Parcel or Unit for unpaid assessments and interest which lien shall be exercised by recording among the public records of Pinellas County, Florida a proper claim of lien in the name of the Association (or its delegate, if such shall exist). This lien shall also secure reasonable attorney's fees and costs incurred in the collection of the delinquent assessment, and the enforcement of such lien, including but not limited to all trial and appellate litigation. Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate, or any management corporation managing the affairs of the Association, if the powers of the Association are vested in the management corporation by virtue of an agreement, in a like manner of a foreclosure of a mortgage on real property.

H. ADDITIONAL RIGHTS. The rights of this Association for the collection of all unpaid assessments against its Condominium Units or Condominium Unit Owners shall be in addition to all such rights and remedies which may now or hereafter exist under the laws of the State of Florida and the United States of America.

XI - ASSOCIATION AND ADMINISTRATION OF CONDOMINIUM PROPERTY.

A. ADMINISTRATION. The administration and management of the Condominium property, including without limitation, the acts required of the Association by this Declaration, the maintenance, repair and operation of the Common Elements, and the entering into of contracts or agreements on behalf of and for the benefit of the Condominium property or the general welfare of the members of this Association shall be the exclusive responsibility and authority of the Association.

B. POWER TO DELEGATE AUTHORITY. The Association is hereby vested with the power to delegate any part or all of its powers, duties and authority by entering into Management, or Agency or other Agreements with such persons, firms or corporations and upon such conditions and terms as the Board of Directors may deem appropriate. All costs, fees and other sums levied or collectible under the terms of such agreements shall be a common expense of this Association.

C. ARTICLES OF INCORPORATION. The Articles of Incorporation of this Association are attached as Exhibit "B" hereto and the same may be amended only in accordance with the provisions contained therein or in the By-Laws of the Association.

D. BY-LAWS. The By-Laws of this Association are attached as Exhibit "C" hereto, and the same may be amended only in

accordance with the provisions contained in this Declaration of Condominium.

E. AUTHORITY TO ADOPT RULES AND REGULATIONS. The Association is hereby vested with absolute, sole and exclusive authority to adopt rules and regulations governing the use of all Condominium Units and the common elements of this Condominium. Unless otherwise required by law, an amendment to the rules and regulations of this Condominium shall be effective upon passage and need not be recorded among the public records of Pinellas County, Florida. All such rules and regulations shall be construed and enforced as a provision of this Declaration.

F. POWERS AND DUTIES. The duties and powers of the Association shall be those set forth in this Declaration and the Articles of Incorporation and the By-Laws, together with those powers reasonably implied to effect the purposes thereof, and together with all such other powers as shall from time to time be authorized, given or granted for Condominium Associations under the laws of the State of Florida. However, if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation, the By-Laws or the laws of the State of Florida, the terms and provisions of this Declaration shall prevail, and all Unit Owners shall vote in favor of such amendments to the Articles of Incorporation and the By-Laws hereof as will be effective to remove such conflicts or inconsistencies.

G. FUNDS, TITLES AND BENEFITS. All funds and the titles of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of all Unit Owners. All income received by the Association from the rental or licensing of any part of the common elements (as well as such income anticipated) shall be used for the purpose of reducing prospective common expenses prior to establishing the annual assessment therefor.

H. LIMITATIONS FROM LIABILITY OF THE ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to any Unit Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

I. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a Unit Owner is required upon any matter whether or not the subject of an Association meeting, such decision shall be expressed by the same person who had cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

J. NOTICE OR DEMAND. All notices or demands for any purpose shall be given by the Association to the Unit Owners and by the Unit Owners to the Association and other Unit Owners in the manner provided for notices to Members of the Association by the By-Laws thereof.

K. ACQUISITION OF ADDITIONAL INTEREST. The Association is expressly authorized and empowered to acquire additional interests in real property of all kinds and descriptions, including, but not limited to, easements, rights of way, licenses, uses, fee simple ownership, leasehold estates, and any and all other forms of ownership, use or possession in and to any form of real or personal property, expressly including Condominium Units within this Condominium, for the benefit of the Unit Owners comprising its membership. The Association is hereby authorized and empowered to pass, adopt and establish rules, regulations, covenants and restrictions concerning the use of such acquired property, as it shall, by proper action, deem necessary or appropriate.

The Association is hereby empowered and authorized to give, grant, convey and enter into easements, licenses and rights of use with any firm, person, corporation or governmental entity concerning the establishment of utility services, streets, walkways, roadways and all other types of avenues for ingress, egress and maintenance and utility use, over, on, under or across the Condominium Property of this Condominium. All such agreements, grants or conveyances shall be subject to the terms and conditions of this Condominium and shall be entered into in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

## XII - EASEMENTS

The fee simple owner does hereby grant unto the Condominium Association described herein, and does hereby establish and reserve for grant to each Unit Owner in the initial deed of conveyance to him, the following easements, which shall be covenants running with the land of this Condominium and with each Condominium Unit herein established. Such easements shall exist for the benefit of the Association, each and every member thereof, each Unit Owner, his heirs, personal representatives, grantees, transferees, successors and assigns, and each and every mortgagee of such parties, for so long as this Condominium shall exist; and such easements shall automatically cease and terminate upon the termination of this Condominium.

A. UTILITY EASEMENTS. Utility Easements are established through the Condominium Property as may be required for utility services to adequately serve the Condominium, and all other Condominiums, the Unit Owners of which shall hereafter become Members of the Association as provided herein; provided, however, easements through any Condominium Unit shall only be to the plans and specifications for the Unit, unless approved in writing and duly acknowledged according to law by the Unit Owner so affected.

B. EASEMENTS FOR INGRESS AND EGRESS. Easements of ingress and egress and right-of-way are established for pedestrian traffic over, through, on and across all sidewalks, paths, walkways, lanes, and avenues, as the same from time to time may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be intended for such purposes.

C. EASEMENTS IN PARKING AREAS. Easements in parking areas are established for ingress, egress, and free entry for pedestrian and vehicular traffic over, through, on and across all driveways

and parking areas as from time to time may be established on the Condominium Property; and for the construction and maintenance thereon of all types of utility services.

D. EASEMENTS FOR MAINTENANCE AND REPAIR. Easements through the Units and the common elements are hereby established for the maintenance, repair and replacement of any portion of any utility installation serving more than one Condominium Unit. Use of these easements, however, for access to the Units shall be limited to reasonable hours and reasonable prior notice, except that access may be had at any time in the case of emergency.

XIII - TRANSFERS OF INTERESTS IN CONDOMINIUM UNITS.

To assure that only businesses of high quality, character and reputation occupy the individual units of this Condominium, and to preserve the value of each Unit, all transfers of legal or equitable interests in any Condominium Unit, whether by sale, lease, gift, devise or inheritance, or other method, shall be subject to the following provisions:

A. Notice to Condominium Association.

1. Upon commencing any marketing or listing activity, each Unit Owner shall immediately notify the Association of his proposed or offering terms of sale, lease or other interest to be marketed or listed. The Unit Owner shall also provide the Association with such other information as the Association may require concerning such intended disposition, including the terms of sale, lease or other transfer.

2. Upon receipt of any written offer or proposal by a prospective purchaser, lessee, or other transferee, the Unit Owner shall furnish to the Association either a copy of such proposal or a written statement outlining all essential terms and conditions thereof, together with the name and address of the intended purchaser, lessee or other transferee and such further information concerning said party as the Association may reasonably require.

3. In the event of a transfer by gift, devise or inheritance, the transferee or recipient of Unit ownership shall notify the Association in writing of his acquisition of such Unit and shall furnish the Association with such further information as the Association may reasonably require, and a certified copy of the instrument evidencing the transfer of ownership interest.

4. All notices to the Association shall be made in writing at the Association's then current business office, and if the same is unavailable, then to the Resident Agent of the Association.

5. If any required notice to the Association is not given, then at any time after receiving knowledge of any transaction constituting a transfer described herein, the Association, at its option, without notice, may approve or disapprove of the transfer. If the Association shall disapprove of the transfer, then the Association shall proceed as is herein provided, as if it had received the required notice on the date of such disapproval.

B. Approval Action or Exercise of Option in Event of Sale.

1. Within five (5) days from the date of receipt of

the required Notice, the Association may request further information regarding the sale terms or concerning the prospective purchaser.

2. Within fourteen (14) days of receipt of the Notice or of the additional information requested by the Association, whichever shall last occur, the Association shall have and may exercise in writing an Option to Purchase the selling owner's Unit, in its name or in the name of other Unit Owners, persons or entities acceptable to it, upon the same terms and conditions as those specified in the selling Owner's Notice. This written exercise of Option shall be timely made if mailed to the selling Unit Owner by regular U. S. Mail to the street or postal address of the Unit Owner within the required time. The Association or its designee shall have forty-five (45) days from delivery within which to close the transaction, the terms and conditions of Seller's presented offer to the contrary notwithstanding.

3. Should the Association elect not to exercise its Option to Purchase, the selling Owner may proceed with the proffered sale.

C. Approval Action on Lease or Other Transfer.

The procedure, requirements and conditions for obtaining the Association's approval action in the event of a lease or other transfer by a Unit Owner shall be the same as are provided for action upon sale, except that the Association may offer any other party willing to lease or accept other transfer upon the terms and conditions required by the leasing or transferring Unit Owner. The offer of such party shall be submitted by the Association in the manner and within the time period required for its exercise of an Option provided in the preceding paragraph.

D. Approval Action for Mortgage or Encumbrance.

No Unit Owner may mortgage or otherwise encumber his Condominium Unit or any interest in it without the approval of the Association, except to a national or state bank, life insurance company, federal savings and loan association, mortgage company or other institutional lender or investor, or to a purchaser approved by the Association. The approval of any other mortgage or encumbrance shall be on terms and conditions established by the Association, or may be arbitrarily withheld.

E. Approval Action in the Case of Gift, Devise or Inheritance.

1. A Unit Owner who has obtained his Condominium Unit by gift, devise, inheritance or any other manner not previously considered, shall give to the Association Notice of the acquisition of such Unit as is required in Paragraph A herein, together with such further information concerning the Unit Owner and the transfer as the Association may require, and a true and correct copy of the instrument evidencing the Owner's interest. The furnishing of such items shall be made within twenty (20) days from the date on which the acquisition of such interest shall occur. If the Association shall approve the continuation of the new Unit Owner's ownership interest in the Condominium Unit, it shall cause to be issued a Certificate of Approval as is described in this Article, within fourteen (14) days from the date of

notification to it.

2. If the Association shall disapprove of the continuation of such ownership, or if it shall otherwise so elect, it shall have an Option to Purchase the Condominium Unit for its fair market value as determined by appraisal. The Unit Owner and the Association shall each select an MAI appraiser to appraise the Unit. The fair market value shall be the average of the appraised values as determined by each such appraiser. The Option to Purchase shall be subject to the contingency that the Unit Owner may attempt to market or sell his Condominium Unit to the public upon such other terms and conditions as he shall desire, for a period of six (6) months from the date on which the appraised value shall have been determined. Any contract received by the Unit Owner within this period shall be superior to the described option right of the Association. However, any such sale shall be subject to the approval conditions, requirements and further Option provisions as are established in this Article. The exercise of the Option provided by this paragraph shall be made in writing in the manner required for the exercise of the Option provided under Paragraph B of this Article, and closing of such Option shall occur within forty-five (45) days of the date of its exercise.

3. Should the Association elect not to exercise its Option to purchase, the ownership of such Owner shall continue as though the same had been formally approved by the Association.

F. Issuance of Certificate of Approval.

When the Association has approved a transfer, it shall issue and deliver to either the transferring Unit Owner or the Unit Owner receiving transfer, its Certificate of Approval executed in the manner required for the execution of deeds and other conveyances. The Certificate shall thereafter be recorded among the Public Records of Pinellas County, Florida, but not at the expense of the Association. The Association may establish and charge a reasonable fee for issuing such Certificate of Approval, which shall be based upon its efforts and expenses in this behalf, and in investigating or inquiring as to the prospective transferee. The total fee for such issuance shall not exceed such sums as may be authorized by law.

G. Unauthorized Transfers.

Any sale, mortgage lease, sub-lease, encumbrance or other transfer not made in accordance with the provisions of this Article or approved by the Association as is required herein shall constitute a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended transferee. All expenses incurred by the Association in any litigation brought by it or against it as a consequence of such attempted transfer shall be assessable against the transferring Unit Owner and shall constitute a lien against such Unit, collectible in the manner provided for the collection of assessments and liens as set forth elsewhere in this Declaration

XIV - INSURANCE

All insurance policies, except title insurance upon the common elements, shall be purchased by the Association for the benefit of the Condominium Unit Owners and their respective



mortgagees, as their interest may appear, and shall provide for the issuance of mortgagee endorsements to the holders of first mortgages upon the Condominium Units, and, if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual Condominium Unit Owners, the Association, or its delegate. Such policies and endorsements shall be held by the Association or its delegate.

A. Additional Insurance. Each Unit Owner shall obtain additional insurance at his own expense, affording coverage upon his Unit, personal property, and for his personal tort liability for the interior of his Unit.

B. Condominium Property Coverage. The Association, or its delegate, shall keep insured the Condominium Property in a good and responsible insurance company, or companies, licensed to do business in the State of Florida, and nonassessable, against destruction or loss or damage by fire or other casualty, in amounts and with policy conditions as it shall deem acceptable. However, all policies issued and renewals thereof on all improvements upon the Condominium Property shall be in at least the amount of eighty percent (80%) of the insurable or replacement value thereof, as aforesaid, and shall be assigned to, and in case of loss, be made payable to the various persons and corporations having an interest therein.

In the event any Condominium Property shall be damaged or destroyed by fire, or other insured casualty, the Association shall cause to be commenced within six (6) months from the date of the payment of damages by the insurer and completed within a reasonable time, the repair or restoration of such Property so damaged or destroyed. The damaged Property shall be repaired to a condition as comparable as possible to its condition just prior to the damage. In the event of destruction in excess of fifty percent (50%) of the value of the Condominium Property and all persons entitled to vote on Amendments to the Declaration of Condominium and By-Laws shall elect not to reconstruct, then the proceeds of said insurance shall be disbursed to the various Unit Owners as a common surplus.

C. Liability Insurance. The Association or its delegate shall maintain a general liability policy in a mutual or stock company, licensed to do business in the State of Florida and nonassessable, insuring the various persons and corporations having an interest in any part or all of the Condominium property in amounts and with policy conditions as it shall deem acceptable. Said liability insurance policy need not apply or afford protection to any such individual person or persons, or corporation, on liability arising out of such portions of the Condominium property of which such individual, person or corporation has exclusive possession, and to which the common access is denied to other members of the Condominium or general public.

D. Reconstruction or Repair of Casualty Damage of a Unit. Where casualty damage occurs within the boundaries of any individual Condominium Unit, the Owner of the Unit damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair; provided, however, that in the event said Owner fails to repair the damage, the Association or its delegate may pay for the repairs and assess the cost therefor against him, and such cost shall be a lien against the Condominium Unit collectible in the same manner as

other liens and assessments. The Association shall approve all plans and specifications to be followed for such repair prior to commencement of the same by the Unit Owner.

#### XV - COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

A. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

B. Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, licensees, invitees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. Abatement of Utility Services. As an additional remedy upon default of a Unit Owner in paying any assessment or expense apportioned to him in accordance with the terms and conditions of this Declaration of Condominium and with the Articles of Incorporation and By-Laws of the Association, the Association shall hereby have the power and authority to have the Owner's utilities discontinued in the event of such Owner's failure or refusal to pay said assessment or expense within thirty (30) days after the date on which he shall receive written notice of default, either delivered personally or by mail to his last known address.

D. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner, including his licensees, invitees or guests, to comply with the terms of this Declaration of Condominium, the Articles of Incorporation or the By-Laws or Rules and Regulations of the Association, as the same may exist from time to time, the Association or its delegate shall be entitled to recover all costs of such proceedings, together with reasonable attorneys' fees, whether incurred for trial or appellate litigation, or otherwise.

E. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

F. Provisions Cumulative. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms or provisions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such

other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity. "Condominium Documents" shall include this Declaration, the Articles of Incorporation and the By-Laws of the Association, and all rules and regulations now or hereafter adopted by the Association.

XVI - COSTS AND ATTORNEYS' FEES OF ASSOCIATION OR ITS DELEGATE

All attorneys' fees, whether incurred for trial or appellate litigation, or otherwise, and all court costs and other expenses incurred by the Association or its officers or members of its Board of Directors, whether individually or in their representative capacities, as a consequence of the performance of duties or enforcement of rights hereunder and all such expenses, costs and fees incurred by any delegate of the Association including a management company or agent contractually bound thereto, shall be an expense assessable against each Unit Owner as an ordinary expense of this Association, and shall be collectible in the manner provided herein for the collection of assessments.

XVII - AMENDMENT OF DECLARATION

Except for alterations in the shares of Units which cannot be done without the consent of all Unit Owners whose shares are being affected, and their mortgagees and all other parties having any right, title and interest therein, this Condominium Declaration may be amended in the following manner:

A. By a Certificate of Amendment duly executed by the appropriate officers or authorized personnel of the Association with the formalities of a deed, such Certificate including therein the recording data identifying this Declaration of Condominium.

B. The execution of such a Certificate of Amendment shall only occur upon the favorable vote of not less than a majority of the Owners of all of the Units contained within this Condominium. Such vote shall be taken at a meeting called for such purpose, either by the Association or by the governing body thereof having authority over this Condominium. Notice of such meeting shall be furnished at least twenty (20) days in advance thereof to each and every Unit Owner, either by U. S. Mail or by personal delivery, and such notice shall contain the date, time and place of such meeting and a statement of the proposed amendment or amendments to be considered, in reasonably detailed form. The adoption of such proposed amendments shall be by resolution authorizing the execution of the Certificate of Amendment.

C. Recording - Effective Date. A copy of the Certificate of Amendment, duly executed, shall be recorded in the public records of Pinellas County, Florida, and shall be effective upon the date of such recording. Copies of the recorded Certificate shall be furnished to each Unit Owner in the manner provided for the giving of notice herein, but this requirement shall not constitute a condition precedent to the effectiveness of such amendment.

The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XVIII - TERMINATION

The Condominium shall be terminated in the following manner:

A. The termination of the Condominium may be effected by the agreement of all Unit Owners and other parties having any right, title and interest in and to any Condominium Unit or the common elements appurtenant thereto, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

B. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the public records of Pinellas County, Florida.

C. Shares of Unit Owners after Termination. After termination of the Condominium, the Unit Owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages and liens upon the respective undivided shares of the Unit Owners. All funds held by the Association for the Owners of this Condominium and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners and their first mortgagees in proportion to the amount of the assessments paid by each Unit Owner. The costs incurred by the Association in connection with a termination shall be a common expense.

D. Following termination, the property may be partitioned and sold upon the application of any Unit Owner. If the Association, following a termination by not less than a majority vote, determines to accept an offer for the sale of the property, each Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Association shall direct. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

E. The members of the Association acting collectively as agents for all Unit Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

#### XIX - COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to, every Unit and the appurtenances thereto; and every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

#### XX - RESIDENT AGENT OF ASSOCIATION

The Resident Agent of the Association to receive service of process in all legal proceedings is Ralph W. Holjes, whose business address is 1964 Bayshore Blvd., Dunedin, Pinellas County, Florida 33528, who shall serve until he resigns or has been

replaced by the Board of Directors of this Association. Immediately upon resignation or replacement, the Board of Directors shall cause to be filed among the public records of Pinellas County, Florida, and with the Secretary of the State of Florida, a Certificate designating the name and residence address of the replacement Resident Agent of the Association.

#### XXI - VOTING RIGHTS OF UNIT OWNERS

All action required to be taken by the Association in accordance with the provisions of this Condominium Declaration shall be exercised by the Board of Directors thereof in accordance with the By-Laws of the Association, except in the following cases; and in such cases the required action shall be authorized and taken upon a majority vote of the Unit Owners entitled to vote as provided by the provisions of the By-Laws of the Association:

- A. Alteration and improvement of common elements.
- B. Approval of all transfers or exercise of all Options as are described in Article XIII of this Declaration.
- C. Approval of change in building plans or new building plans in the event of reconstruction or repair.

#### XXII - GENERAL PROVISIONS

A. In the event that the Association shall delegate or contract all of its managerial duties, powers and authorities as is provided herein, then in interpreting and construing this Declaration of Condominium, the word "Association" shall be interchangeable with and a substitute for the term "Management Corporation" or "Delegate" where the contract so requires or reasonably permits, to be consistent with the provisions hereof and of any such contract or delegation agreement.

B. Whenever the context so permits, the use of the plural in this Declaration shall include the singular, and any gender shall be deemed to include all genders.

C. If any provision of this Declaration or the attached exhibits, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, shall be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

D. Captions used in this Declaration and attached exhibits are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text contained herein.

#### XXIII - LIENS

A. PROTECTION OF PROPERTY. All liens against a Unit other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

B. NOTICE OF LIEN. A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted

mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

C. NOTICE OF SUIT. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

D. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

E. The Association shall maintain a register of all permitted mortgages.

XXIV - MORTGAGE FORECLOSURE

In the event proceedings are instituted to foreclose any mortgage on any Condominium Unit, the Association or one or more Condominium Unit Owners shall have the right to purchase such Condominium Unit at the foreclosure sale for the amount set forth to be due the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a national or state bank, federal savings and loan association, a life insurance company, a mortgage company or a vendor-mortgagee from owning a Condominium Unit, and such mortgagee shall have an unrestricted absolute right to accept title to the Condominium Unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms hereof and the laws of the State of Florida and to bid upon the said Condominium Unit at the foreclosure sale. In such event, the mortgagee taking title on the foreclosure sale, or taking title in lieu of foreclosure, may acquire such Condominium Unit and may occupy the same and sell the same without complying with the restrictions and options limiting the occupancy or sale of such Unit as are herein provided. In the event the Association shall purchase a Condominium Unit pursuant to the provisions of this paragraph, all sums so expended shall be a common expense of the Condominium Unit Owners.

IN WITNESS WHEREOF, the fee simple owners of said property have executed this Declaration this 10<sup>th</sup> day of June, A. D. 1977.

Witnesses:

Cheryl L. McHenry  
Lucille M. Green

Ralph W. Holjes  
Ralph W. Holjes, Trustee

STATE OF FLORIDA )  
COUNTY OF PINELLAS )<sup>SS</sup>

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RALPH W. HOLJES, as Trustee of THE PROFESSIONAL CENTER, A CONDOMINIUM, a non-profit Florida corporation, and he acknowledged executing the foregoing instrument in my presence and in the presence of two witnesses.

WITNESS my hand and official seal at Dunedin, Pinellas County, Florida, this 10<sup>th</sup> day of June, 1977.

[Signature]  
Notary Public  
My Commission Expires: 10/30/8

EEBORN, JENNINGS,  
CKENZIE & RUGGLES  
ATTORNEYS AT LAW  
POST OFFICE BOX 1104  
60 BAYSHORE BOULEVARD  
DUNEDIN, FLORIDA 33526

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CLEARWATER, Clearwater, Florida, herein called the "Mortgagee", the owner and holder of a mortgage upon the lands dedicated to the Condominium Ownership by this Declaration, which mortgage is dated November 15, 1971, and is recorded in O. R. Book 3666, Page 108, of the Public Records of Pinellas County, Florida, hereby joined in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said Mortgage shall hereafter be upon all of the Condominium Units created and established by this Declaration.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CLEARWATER

(CORPORATE SEAL)

By: James E. Phillips  
Senior Vice President

Witnesses:

ATTEST:

Diana J. Leonard  
Maria J. Peterson

Frances A. Brown  
Secretary

STATE OF FLORIDA )

ss

COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared James E. Phillips and Frances A. Brown, as <sup>Senior Vice</sup> President and Secretary respectively of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CLEARWATER and they acknowledged before me that they are the duly authorized officers of said Corporation and that they executed the foregoing instrument for the uses and purposes therein expressed with full authority for such action.

WITNESS my hand and official seal in Clearwater, Pinellas County, Florida, this 21st day of March, 1977.

Diana J. Leonard  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires February 27, 1979

AFFIDAVIT

STATE OF FLORIDA )  
                                SS  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, DAVID F. RAMSEY, who, after being first duly sworn as required by law, deposed and said the following:

I am a Registered Land Surveyor # 2545. authorized to practice in the State of Florida, and do hereby certify that the construction of the improvements identified and described on the attached survey is sufficiently complete so that said survey and the terms of the Declaration of Condominium of THE PROFESSIONAL CENTER, A CONDOMINIUM, constitute a correct representation of the improvements described as they now exist, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit in said Condominium. There can also be determined therefrom the identification, location, dimensions and nature of all easements described in said Declaration.

FURTHER AFFIANT SAYETH NAUGHT.

*David F. Ramsey*  
David F. Ramsey  
Certificate # 2545

Sworn to and subscribed before me  
this 10 day of June, 1977.

Notary Public State of Florida at Large  
My Commission Expires July 14, 1980.  
*Juanita S. Berry*  
Notary Public  
My Commission Expires:





# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

THE PROFESSIONAL CENTER CONDOMINIUM, INC.

filed in this office on the 2nd day of May

19 77.

Charter Number: 738888



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 3rd day of May

19 77.

A handwritten signature in cursive script, reading "Bruce C. Satcher".

SECRETARY OF STATE

FILED  
MAY 2 12 30 PM '77  
FLORIDA

This Instrument Prepared By:  
G. Penfield Jennings  
FREEBORN, JENNINGS, MACKENZIE &  
RUGGLES  
P. O. Box 1194  
Dunedin, Fla. 33528

ARTICLES OF INCORPORATION  
FOR  
THE PROFESSIONAL CENTER CONDOMINIUM, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a Corporation not for profit under the laws of the State of Florida, and certify as follows:

ARTICLE I - NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this Corporation shall be THE PROFESSIONAL CENTER CONDOMINIUM, INC. For convenience, the Corporation shall be referred to in this instrument as the "Association". The principal place of business and Post Office address of the Association shall be: 1960 Bayshore Blvd., Dunedin, Florida 33528.

ARTICLE II - PURPOSE

A. The purpose for which the Association is organized is to provide an entity pursuant to Section 718.11 of Chapter 718, Florida Statutes 1976, for the operation of THE PROFESSIONAL CENTER, A CONDOMINIUM, which shall exist according to the Declaration of Condominium to be recorded in the Public Records of Pinellas County, Florida, and which is a Condominium located on lands in Pinellas County, Florida.

B. The Association is organized for the purpose of providing a convenient means of administering and managing the Condominium by the owners thereof.

ARTICLE III - POWERS

The powers of this Association shall include the following:

A. The Association shall have all of the common law and statutory powers of a Corporation Not For Profit under the laws of the State of Florida.

B. The Association shall have all of the powers and authority

which are now or may be granted to a Condominium Association under the laws of the State of Florida.

C. The Association shall have all of the powers and authority granted to it under and by virtue of the terms of the Declaration of Condominium of THE PROFESSIONAL CENTER, A CONDOMINIUM, which will be recorded in the Public Records of Pinellas County, Florida.

D. In addition to the above described powers, the Association shall have the following enumerated powers:

1. To make and collect assessments against members to defray all management, maintenance and other common costs of the Condominiums.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace, and operate all of the Condominium Property of all Condominiums over which it shall have power to act.
4. To reconstruct improvements after casualty and to make such further improvements of the Condominium Properties as the members hereof shall designate.
5. To make, adopt and amend rules and regulations regarding the use of all of said Condominium Properties.
6. To approve or disapprove of proposed purchasers, lessees and mortgagees of individual apartments.
7. To enforce by legal means the provisions of the Condominium Documents, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the property of said Condominiums.
8. To contract for the management and maintenance of said Condominiums and to delegate to any persons, firms or corporations it shall determine, all powers and duties of the

Association, except such as are specifically required by the Condominium Documents to have the approval of the Board of Directors or the membership of the Association.

9. To exercise all rights, powers, duties and obligations as may now or hereafter exist, under and pursuant to said described Declaration of Condominium as the same may now or hereafter exist.

10. To purchase or otherwise acquire an interest in a Condominium Unit as set forth in the described Declaration of Condominium; any interest so purchased shall be held in the name of the Association and shall be so held in trust for the members, in accordance with their ownership in the Condominium Property, as set forth in the Declaration of Condominium and as described herein.

D. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

E. The Association shall make no distribution of its income to its members, directors, or officers, other than through payment of reasonable compensation for services rendered.

#### ARTICLE IV - MEMBERSHIP AND VOTING

A. The members of the Association shall consist of all of the record owners of the various Condominium Units in THE PROFESSIONAL CENTER, A CONDOMINIUM, and after termination of any Condominium described herein, shall consist of those parties who are members at the time of such termination and their successors and assigns.

B. After receiving approval of the Association required by the Declaration for the Condominium, change of membership in the

Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a Unit within a Condominium, and delivering to the Association a copy of such instrument. The owner designated by such instrument shall thereupon become a member of the Association, and the membership of the prior owner shall be terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, apothecated, transferred, or encumbered in any manner except as an appurtenance to his Unit.

*ok* { D. Each owner or owning entity of each Condominium Unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a Unit and the manner of their exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V - BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, each of whom shall be Owners of an interest in one or more Condominium Units. The initial members of the Board of Directors need not be members of the Association.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors have been elected, or until removed, are as follows:

Ralph W. Holjes, 478 Linewood Ave., Dunedin, Fla. 33528

Carl O. Dunbar, Jr., 1614 Santa Barbara Ave., Dunedin, Fla. 33528

G. Penfield Jennings, 158 N. Buena Vista Drive, Dunedin, Fla. 33528

4. The first election of the members of the Board of Directors of this Association shall not be held until at least one (1) year from the date on which this Corporation shall have been duly incorporated, or until such election shall be required to be held in accordance with the laws of the State of Florida.

#### ARTICLE VI

The affairs of the Association shall be administered by such officers as shall be designated in the By-Laws, but which shall consist of at least the following: President, Vice President, Secretary and Treasurer. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

President: Ralph W. Holjes, 478 Linewood Ave., Dunedin, Fla. 33528

Vice President: Carl O. Dunbar, Jr., 1614 Santa Barbara Ave.,  
Dunedin, Fla. 33528

Secretary: G. Penfield Jennings, 158 N. Buena Vista Drive,  
Dunedin, Fla. 33528

Treasurer: Ralph W. Holjes, 478 Linewood Ave., Dunedin, Fla. 33528

The initial officers may lawfully and properly exercise the powers of the Association as set forth herein, in the Declaration of Condominium to be established for THE PROFESSIONAL CENTER, A CONDOMINIUM, and the By-Laws of this Association, notwithstanding the fact that some or all of them may also be some or all of the persons with whom the Association may enter into agreements, or that some or all of them may have proprietary

interests in the entities with whom the Association shall enter into agreements; and all such agreements shall be presumed conclusively to have been made and entered into by the Association through such officers or the Board of Directors in a valid manner.

#### ARTICLE VII - INDEMNIFICATION

Each member of the Board of Directors and each officer of the Association shall be indemnified by the Association against all expenses, liabilities, costs and damages whatsoever, expressly including attorneys' fees for trial and appellate litigation, or otherwise, incurred or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or a member of the Board of Directors of this Association, whether or not he shall be such at the time such expenses shall have been incurred. However, no such indemnification shall be attributed or granted to such a party as a consequence of that party's willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such a Director or officer may be entitled.

#### ARTICLE VIII - BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE IX - AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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



B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association, or by the members of the Association. Members of the Board of Directors or members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

C. Approval of an amendment must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and in addition, by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or, in the alternative, by not less than eighty percent (80%) of the votes of the entire membership of the Association.

D. Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualifications for membership, nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium Properties herein described. No amendment to the Articles of Incorporation shall be made which is in conflict with any of the laws of the State of Florida or which is in conflict with any of the terms and provisions of the Declaration of Condominium for THE PROFESSIONAL CENTER, A CONDOMINIUM, as the same shall hereafter be recorded in the Public Records of Pinellas County, Florida.

E. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Pinellas County, Florida.

ARTICLE X - TERM

The term of the Association shall be perpetual unless all of the Condominiums comprising it are terminated, and in the event

of such termination, the Association shall be dissolved in accordance with the laws of the State of Florida in existence at such time.

ARTICLE XI - SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

- Ralph W. Holjes, 478 Limewood Ave., Dunedin, Fla. 33528
- Carl O. Dunbar, Jr., 1614 Santa Barbara Ave., Dunedin, Fla. 33528
- G. Penfield Jennings, 158 N. Buena Vista Drive, Dunedin, Fla. 33528

ARTICLE XII - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is: 1964 Bayshore Blvd., Dunedin, Florida 33528, and the name of the individual registered agent of this Corporation at that address is: Ralph W. Holjes. The Corporation shall have the privilege of establishing such other branch offices in any other location or any other city or town, in this State or any other State or Country, as may be approved by its Board of Directors.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their hands and seals this 28<sup>th</sup> day of April, 1977.

Ralph W. Holjes  
Carl O. Dunbar, Jr.  
G. Penfield Jennings

STATE OF FLORIDA    )  
                                  ss  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared RALPH W. HOLJES, CARL O. DUNBAR, JR., and G. PENFIELD JENNINGS, who,

upon being first duly sworn by me, acknowledged that they executed the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

WITNESS my official hand and seal in the County and State aforesaid this 20 day of April, 1977.

[Signature]  
Notary Public  
My Commission Expires:

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I HEREBY ACCEPT the designation of Registered Agent to accept service of process for the Florida Non-Profit Corporation, THE PROFESSIONAL CENTER CONDOMINIUM, INC.

[Signature]  
Ralph W. Holjes

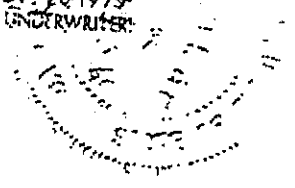
STATE OF FLORIDA )  
                                  SS  
COUNTY OF PINELLAS )

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above, personally appeared RALPH W. HOLJES, to me known to be the person who executed the foregoing Acceptance of Designation as Registered Agent, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Pinellas County, Florida, this 20 day of April, 1977.

[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20, 1979  
BONDED THRU GENERAL INS. UNDERWRITER



BY-LAWS OF  
THE PROFESSIONAL CENTER CONDOMINIUM, INC.

1. OFFICE - The office of the Association shall be 1964 Bayshore Blvd., Dunedin, Fla. 33528 or as otherwise designated by the Board of Directors from time to time.
2. FISCAL YEAR - The fiscal year of the Association shall be as determined by the Board of Directors.
3. SEAL - The seal of the Association shall bear the name of the Association, and shall indicate that the same is a Florida non-profit corporation, and the year of its establishment.
4. MEMBERS AND VOTING - Every Owner of a legal interest in a Condominium Unit of THE PROFESSIONAL CENTER, A CONDOMINIUM, shall be a member of this Association, and no other person or entity shall have or enjoy such membership. There shall be one (1) vote cast for every Condominium Unit within the Condominium for the purpose of electing Directors and for transacting any other business authorized to be transacted by the members, either under the Declaration, the Articles of Incorporation, or these By-Laws.

A. The Annual Members Meeting - shall be held at the office of the Association, at 10:00 A.M., Eastern Standard Time, on the first Monday in December of each year, or as otherwise designated during the month of December by proper notice to the members, given by the President or Vice President as set forth in subparagraph C hereof, for the purpose of electing Directors after the expiration of the original term in the Declaration of Condominium, and for transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day. No annual meeting shall be called until the expiration of the original term of the Board of Directors, except when necessary for other business authorized to be transacted by the members.

B. Special Members Meetings - shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.

C. Notice of All Members Meetings - stating the time and place, and the purpose for which the meeting is called, shall be given by the President or Vice President, or Secretary, unless waived in writing. This notice shall be in writing to each member as his address appears on the books for the Association, and shall be mailed not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Notice of any meeting in which the adoption of an annual budget shall be considered shall be mailed at least thirty (30) days in advance of the scheduled date thereof. Notice shall be sent by United States Mail which need not be certified. In addition, a copy of such notice shall be posted at a conspicuous place on the Condominium property within such time period prescribed for the mailing of the same.

D. A Quorum at Members Meetings - shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. 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, shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of Florida Statutes, the Declaration of Condominium, Articles of Incorporation, or of the By-Laws, a different vote is required, in which case the expressed provision shall govern and control the decision.

E. The Vote of the Owners - of a Condominium Unit owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the Condominium Unit, and filed with the Secretary of the Association. If the Condominium Unit is owned by a corporation or other entity, then the vote shall be cast by the person named in an appropriate certificate for such person filed with the Secretary of the Association. This certificate shall be valid until revoked by a subsequent certificate. If a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. No one person shall be designated to hold more than two (2) proxies.

G. Approval or Disapproval - of a Condominium Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

H. Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

I. The Order of Business - at annual members meetings, and as far as practical at all other members meetings, shall be:

- 1) Election of Chairman of the Meeting;
- 2) Calling of the roll and certifying of proxies;
- 3) Proof of Notice of Meeting or Waiver of Notice;
- 4) Reading and disposal of any unapproved Minutes;
- 5) Reports of Directors;
- 6) Reports of Committees;
- 7) Election of Directors;
- 8) Unfinished business;
- 9) New business;
- 10) Adjournment.

5. DIRECTORS -

A. The Board of Directors - shall consist of three (3) persons. Each member of the Board of Directors shall be either

the owner of a Condominium Unit as set forth in paragraph 4 above, have an interest therein, or, in the event of a corporate ownership, any officer or designated agent thereof; however, the original Board of Directors including persons appointed to fill an unexpired term need not be owners.

B. Election of Directors - shall be conducted in the following manner:

1) Members of the Board of Directors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association, after the expiration of the original term of the first Board of Directors;

2) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

C. The term of each Director's service - except the original Board of Directors, shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

D. The Organization Meeting - of the newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, provided a quorum shall be present.

E. Meetings of the Board of Directors - may be called by the President and must be called by the Secretary at the written request of one-fourth (1/4) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph to each board member, which notice shall state the time, place and purpose of the meeting. All meetings except those called for emergency purposes shall be open to the members of the Association, and, in addition to the notice furnished to each board member, a notice of each meeting shall be posted in a conspicuous place for the reading of the general membership of the Association, at least forty-eight (48) hours in advance of the meeting.

F. Special Meetings of Directors - may be called by the President, and must be called by the Secretary at the written request of one-fourth (1/4) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice - Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A Quorum at Directors' Meetings - shall consist of the Directors entitled to cast a majority of the votes by the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall

constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of Condominium, the Articles of Incorporation or these By-Laws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

I. The Presiding Officer of Directors Meeting - shall be the President of the Board if such an officer has been elected. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. The Members of the Board of Directors - shall serve without compensation, except by unanimous approval of all the members of the Board of Directors, and subject to approval of a majority of the members entitled to vote at a special meeting called for such purpose.

K. Removal of Directors - A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than fifty percent (50%) of the members entitled to vote. Said petition shall clearly state the name of the Director or Directors sought to be removed, together with the reason set forth in detail. At such members meeting, subject to a quorum being present as required in Paragraph 4, subparagraph D, such Director or Directors shall be removed from office upon votes cast of not less than a majority of the votes of the entire membership entitled to vote. In the event such Director or Directors are removed, a new Director or Directors shall be elected according to Paragraph 5, subparagraph B, to fill his or their unexpired terms.

6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - Except as provided by the Declaration of Condominium and by Florida Statutes, all of the powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties shall be all of the powers and duties as set forth in the Condominium Act and the Declaration of Condominium, the Articles of Incorporation and these By-Laws, and all of the powers reasonably necessary to perform all of said powers and duties, including, but not limited to, the following:

A. To Make and Collect Assessments - against members to defray the costs of the common expenses.

B. To Use the Proceeds of Assessments - in the exercise of its powers and duties.

C. The Maintenance - repair or replacement of common elements, machinery and equipment, operation of the Association, costs of carrying out the powers and duties of the Association and taxes and management fees and costs.

D. The Reconstruction of Improvements - after casualty and the further improvement of the property.

E. To Make and Amend Rules and Regulations - respecting the use of the property in the Condominium.

F. To Enforce - by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the Condominium.

G. To Contract - for management of the Condominium and to delegate all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the membership of the Association.

H. To Pay Taxes and Assessments - which are liens against any part of the Condominium, other than individual Units and to assess the same against the Unit or Units subject to such liens.

I. To Carry Insurance - for the protection of Unit Owners and the Association.

J. To Pay the Cost - of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.

K. To Employ Personnel - for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

L. To Employ an Attorney-at-Law - for legal services for the enforcement of any rules, liens, foreclosures, or provisions contained in these By-Laws, the Articles of Incorporation or the Declaration of Condominium.

M. To keep record copies of minutes - of all meetings of Unit Owners and of the Board of Directors. Such minutes shall be kept in a business-like manner and shall be available for inspection by Unit Owners and Board members at all reasonable times.

7. OFFICERS -

A. The Executive Officers - of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be Directors. All the officers shall be elected by a majority of the members of the Board of Directors. No person shall hold more than one office at any one time.

B. The President - shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President - shall exercise the powers and perform the duties of the President in his absence, and shall exercise the powers and perform such other duties as shall be prescribed by the Directors.



D. The Secretary - shall keep the Minutes of all proceedings of the Directors and the Members. He shall attend to the giving and service of all notice to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring the seal, when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Directors or the President.

E. The Treasurer - shall exercise all the powers and perform all duties customarily vested in the office of the Treasurer of a corporation. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; and he shall keep the books of the Association in accordance with good accounting practices.

F. Removal of Officers - A special meeting of the members shall be called upon filing with any Director a petition in writing so requesting, signed by not less than fifty percent (50%) of the members entitled to vote. Said petition shall clearly state the name of the officer or officers sought to be removed, together with the reason set forth in detail. At such members meeting, subject to a quorum being present as required in Paragraph 4, subparagraph D hereof, such officer or officers shall be removed from office upon votes cast of not less than a majority of the vote of the entire membership entitled to vote. In the event such officer or officers are removed, a new officer or officers shall be elected according to Paragraph 7, subparagraph A hereof, to fill the unexpired term of such officer or officers.

8. Fiscal Management - The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Assessment Roll - Except for the provisions of Paragraph 8.B.3) herein, the Assessment Roll shall be maintained in a set of accounting books, in which there shall be an account for each Unit. This account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, the amounts paid upon the accounts and the balance due upon assessments.

B. Budget -

1) Adoption - Except for the provisions of Paragraph 8.B.3) herein, the Board of Directors shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following items:

a) Common expenses -

- i) Maintenance and operation of common elements
- ii) Utility Services
- iii) Insurances
- iv) Administration Expenses
- v) Reserves
- vi) Contingencies
- vii) Other Expense Items as Necessary.

b) Proposed assessments against each member.

In the event any proposed budget for adoption by the Board of Directors shall exceed 115% of the budget for the immediately preceding year, then upon written application of any Unit Owner of the Association, a special meeting of such owners shall be held upon not less than ten (10) days prior written notice thereof furnished to each owner by U. S. Mail, not certified, and within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof. At such special meeting, the Unit Owners may consider and enact a revision of the budget or may recall any and all members of the Board of Directors and elect their successors, upon a vote as is provided therefor, under Article 5(K) of these By-Laws. In the event any proposed budget adopted or to be adopted by the Board of Directors shall be approved by a majority of the whole number of Unit Owners acting either in writing or by vote at any such meeting held for such purpose, such budget shall not thereafter be re-examined by the Unit Owners, nor shall the Board of Directors be subject to recall. In determining whether an assessment exceeds 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall also be excluded from such computation assessment for betterments to the condominium property, or assessments for betterments to be imposed by the Board of Directors.

2) Copies of the Proposed Budget - proposed assessments, and proposed amendments thereof shall be furnished to each member in writing once annually no later than thirty (30) days before the first day of each fiscal or annual year for which the budget is made. The same shall be adopted without amendment unless copies of all proposed amendments shall likewise be furnished in writing to the members. The furnishing of all such proposed budgets, proposed assessments, and proposed amendments thereof, shall be made either by personal delivery or by United States Mail, which need not be certified.

3) Method of Collection - The budget shall be reduced to an equal monthly amount per Unit as is computed on the basis of the provisions of the Declaration of Condominium. Each Unit Owner shall be notified of such amount, computed on the monthly basis per Unit, and the same shall be due and payable monthly, in advance, to the Association or management corporation, without notice.

C. The Depository - of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors

D. Accounting - The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Unit Owners or their authorized representatives with written authorization at reasonable times, and written summaries of such accounting records shall be supplied annually to the Unit Owners or to their designated representatives. Such records shall include the following:

a) A record of all receipts and expenditures of the Association.

b) An account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments shall become due, the amounts paid upon the account and the balances due at any period.

E. Fidelity Bonds - may be required by the Board of Directors from any officers and employees of the Association, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the funds for which there is responsibility. The premiums of such bonds shall be paid by the Association.

9. INDEMNIFICATION - Every Director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees for trial or appellate litigation or otherwise, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

10. AMENDMENTS TO THE BY-LAWS - Amendments to the By-Laws may be adopted at any time by the Board of Directors of the Association, upon a vote of a majority of the Directors. In the alternative, the By-Laws may be amended by the membership of the Association upon proposal and vote in accordance with the provisions herein for the Amendment of the Articles of Incorporation. Amendments to the By-Laws shall be effective upon enactment without recordation of the same, however, recordation of the same shall be made as required by law.

11. AMENDMENTS TO ARTICLES OF INCORPORATION - Amendments to the Articles of Incorporation of the Association may be proposed by any member for a vote at any annual meeting of the Association. Proposals shall be submitted to the Board of Directors in writing not later than forty-five (45) days prior to the date on which such annual meeting shall occur. The Board shall cause a copy of all proposals so submitted to be furnished to all members of the Association prior to the annual meeting. Amendments to the Articles of Incorporation shall be adopted by a vote of a majority of the vote of the voting membership. Upon adoption, a certified copy of such amendments shall be submitted to the Secretary of the State of Florida and recorded in the Public Records of Pinellas County, Florida, as may be required by law.

PREPARED BY AND RETURN TO:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE PROFESSIONAL CENTER, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 19, 2020, by no less than a majority vote of the then Owners, the Declaration of Condominium of The Professional Center, a Condominium, as originally recorded in O.R. Book 4563, Page 495 et seq. of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Professional Center, a Condominium."

IN WITNESS WHEREOF, The Professional Center Condominium, Inc., a/k/a The Professional Center, a Condominium, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 19th day of March, 2020.

THE PROFESSIONAL CENTER  
CONDOMINIUM, INC.

(Corporate Seal)

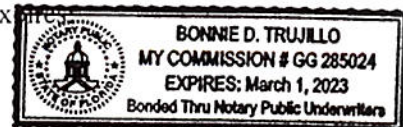
By: Raymond D. Hansen  
Raymond D. Hansen Vice President

ATTEST:  
Scott E. Schiltz  
SCOTT E. SCHILTZ Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged by means of physical presence, before me this 19th day of March, 2020, by Raymond D Hansen, as Vice President, and Scott E Schiltz, as Secretary of THE PROFESSIONAL CENTER CONDOMINIUM, INC., a Florida Not-For-Profit Corporation, on behalf of said corporation. They are personally known to me or have produced personally known as identification.

Bonnie D. Trujillo  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires



SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE PROFESSIONAL CENTER, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....

I. Article VI, CONDOMINIUM UNITS AND APPURTENANCES, Section C, Parking Spaces, of the Declaration shall be amended to read as follows:

C. Parking Spaces. An equal number of the parking spaces established and constructed on the Condominium Property may be assigned to each Condominium Unit by the Condominium Association. These parking spaces shall be used by the Unit Owner, his tenants, guests, licensees or invitees, only in accordance with such use restrictions as may, from time to time, be established by the Association, therefor. The parking of and/or storage of campers, boats or other watercraft, trailers, mobile homes, recreational vehicles, buses, storage vehicles, industrial vehicles, commercial vehicles, or unlicensed vehicles is prohibited without the prior written consent of the Board of Directors, except that commercial vehicles may be parked on a temporary, short term basis on the property for purposes of pick-ups and deliveries or while services are being performed on the Condominium Property. Commercial Vehicles shall not be parked overnight without the written consent of the Board of Directors, overnight being defined as between the hours of 9:00 p.m. and 6:00 a.m.

For purposes of this restriction, a "commercial vehicle" is defined as any pickup truck in excess of three-fourths (3/4) ton; trucks of any size, including but not limited to pickup trucks, which evidence visible uses or modifications for commercial purposes, including but not limited to trucks where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container) or trucks where commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle; vans designed for commercial purposes, which determination is based upon factors including the size of the van, the absence of passenger windows on the sides of the vehicle, and the absence of rear passenger seating with space for carrying cargo present in the place of such seating; and any vehicle which has exterior commercial lettering, signage or other advertising or commercial displays affixed thereto or which has modifications related to a commercial purpose, excluding police cars and government vehicles. No vehicles which have been substantially modified, in the opinion of the Association, from the condition which existed when sold by the manufacturer in a manner so as to include modifications which have increased the height or length of such vehicles, added off-road or enlarged tires, painted in other than standard factory finishes including, but not limited to camouflage or other pattern or design paint jobs, or added roll bars or other apparatus unrelated to conventional passenger use of the vehicle, and which the Association determines, in its sole and absolute discretion, are unsightly and/or a detriment to the exterior appearance of the Properties. Temporary, short-term basis shall mean parking on a non-recurring

basis and for a single period not exceeding twelve (12) hours in duration and shall apply to vehicles used in connection with the furnishing of services and/or routine pickup and delivery respectively, of materials from/to Lots (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots). If parking would need to exceed twelve (12) hours for any reason, it shall require the written approval of the Board of Directors.

In addition to the restrictions contained herein on vehicles, boats or other watercraft and trailers, the Board of Directors may adopt, amend and/or rescind additional rules and regulations restricting or prohibiting type, size, appearance, use, and dimensions of vehicles to be parked on the Condominium or Association Property and the use of the parking spaces located on same. Without limitation on the general ability and broad authority of the Board of Directors to adopt rules and regulations with respect to use of parking spaces and the vehicles being parked therein.

Any vehicle in violation of the above set forth restrictions or in violation of any Board adopted rules and regulations shall be subject to being towed at the vehicle owner's expense and the Association shall have no liability for any damage sustained as a result of the towing.