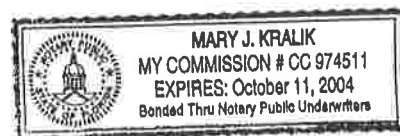


DECLARATION P. 1-21 + EXHIBITS

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 12 day of May, 2003, personally appeared before me
David Jones, President, and Robert J. Fuchs, Secretary
of Laurelwood Condominium I Association, Inc., and acknowledged the
execution of this instrument for the purposes herein expressed.

Mary J. Kralik
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1968 BAYSHORE BOULEVARD
DUNEDIN, FL 34698

PINELLAS COUNTY FLA.
OFF REC BK 12764 PG 2611

Additions are Underlined
Deletions are Stricken Through
Omissions are Indicated by Ellipsis...

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
LAURELWOOD CONDOMINIUM I

ARTICLE I

Submission Statement

The undersigned hereby submits the condominium property, as same is hereafter described, to condominium ownership.

ARTICLE II

Name

The name by which this condominium is to be identified is LAURELWOOD CONDOMINIUM I.

ARTICLE III

Legal Description of Land Included

The land on which this Condominium is created is ~~held under a lease having a term initially in excess of 98 years and is~~ legally described on Exhibit "A" attached hereto and made a part hereof.

**CONDOMINIUM PLATS PERTAINING HERETO ARE
FILED IN CONDOMINIUM PLAT BOOK 17, PAGES 44, 45, 46**

IMPERIAL HOMES CORPORATION, a Florida corporation, is the Lessee and record title holder of the equitable ownership of the leasehold interest created by said Lease (hereinafter referred to as "The Lease"), and U.S. HOME OF FLORIDA, INC., a Florida corporation, is the Lessor and fee owner. Said lease is recorded in Official Records Book 4145 at pages 1008 through 1038, of the Public Records of Pinellas County, Florida, and same, by this reference, is hereby made a part of this Declaration as though set out in its entirety herein.

ARTICLE IV

Identification of Units

The units of the condominium are identified by number and letter pursuant to and as shown on Exhibit "B" attached hereto and made a part hereof.

ARTICLE V

Survey, Plot Plan and Graphic Description of Improvements

Exhibit "B" attached hereto and made a part hereof, and consisting of three pages, contains all information, matters and things as required by F.S.A. 711.08(1)(c) F.S. 718.104.

ARTICLE VI

Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit

The percentage of undivided share in the common elements appurtenant to each unit is as follows:

<u>Unit Number</u>	<u>Percentage of Interest In Common Elements</u>
1A	1.1831
1B	1.4918
1C	1.4918
1D	1.4918
1E	1.4918
1F	1.1831
2A	1.1831
2B	1.4918
2C	1.4918
2D	1.4918
2E	1.4918
2F	1.1831

<u>Unit Number</u>	<u>Percentage of Interest In Common Elements</u>
3A	1.1831
3B	1.4918
3C	1.4918
3D	1.4918
3E	1.4918
3F	1.1831
4A	1.1831
4B	1.4918
4C	1.4918
4D	1.4918
4E	1.4918
4F	1.1831
5A	1.1831
5B	1.4918
5C	1.4918
5D	1.4918
5E	1.4918
5F	1.1830
6A	1.1831
6B	1.4918
6C	1.4918
6D	1.4918
6E	1.4918
6F	1.1830
7A	1.1831
7B	1.4918
7C	1.4918
7D	1.4918
7E	1.4918
7F	1.1830
8A	1.1831
8B	1.4918
8C	1.4918
8D	1.4918
8E	1.4918
8F	1.1830
9A	1.1831
9B	1.4918
9C	1.4918
9D	1.4918

<u>Unit Number</u>	<u>Percentage of Interest In Common Elements</u>
9E	1.4918
9F	1.1830
10A	1.1831
10B	1.4918
10C	1.4918
10D	1.4918
10E	1.4918
10F	1.1830
11A	1.1831
11B	1.4918
11C	1.4918
11D	1.4918
11E	1.4918
11F	1.1830
12A	1.1831
12B	1.4918
12C	1.4918
12D	1.4918
12E	1.4918
12F	1.1830

ARTICLE VII

Percentages and Manner of Sharing Common Expenses and Owning Common Surplus

Each unit owner shall share that percentage of the common expenses, and own that percentage or common surplus, as is hereby attributed to the respective units, to-wit:

<u>Unit Number</u>	<u>Percentage of Common Expenses and Surplus</u>
1A	1.17660
1B	1.49505
1C	1.49505
1D	1.49505
1E	1.49505
1F	1.17660
2A	1.17660
2B	1.49505

<u>Unit Number</u>	<u>Percentage of Common Expenses and Surplus</u>
2C	1.49505
2D	1.49505
2E	1.49505
2F	1.17660
3A	1.17660
3B	1.49505
3C	1.49505
3D	1.49505
3E	1.49505
3F	1.17660
4A	1.17660
4B	1.49505
4C	1.49505
4D	1.49505
4E	1.49505
4F	1.17660
5A	1.17660
5B	1.49505
5C	1.49505
5D	1.49505
5E	1.49505
5F	1.17650
6A	1.17660
6B	1.49505
6C	1.49505
6D	1.49505
6E	1.49505
6F	1.17650
7A	1.17660
7B	1.49505
7C	1.49505
7D	1.49505
7E	1.49505
7F	1.17650
8A	1.17660
8B	1.49505
8C	1.49505
8D	1.49505
8E	1.49505
8F	1.17650

<u>Unit Number</u>	<u>Percentage of Common Expenses and Surplus</u>
9A	1.17660
9B	1.49505
9C	1.49505
9D	1.49505
9E	1.49505
9F	1.17650
10A	1.17660
10B	1.49505
10C	1.49505
10D	1.49505
10E	1.49505
10F	1.17650
11A	1.17660
11B	1.49505
11C	1.49505
11D	1.49505
11E	1.49505
11F	1.17650
12A	1.17660
12B	1.49505
12C	1.49505
12D	1.49505
12E	1.49505
12F	1.17650

ARTICLE VIII

Voting Rights

There is hereby allocated one (1) vote to each of the seventy-two (72) condominium parcels. Each vote shall be cast by the respective unit owners. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE IX

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by affirmative vote of 75% of the unit owners present and voting.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of this Declaration, or of the By-Laws attached hereto, which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgagee in order to become effective.

Section 3. All amendments shall be recorded as required by law.

ARTICLE X

Association

The name of the Association responsible for the operation of this condominium is LAURELWOOD CONDOMINIUM I ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association ~~are attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation:~~ are recorded in the Public Records of Pinellas County, Florida, as Exhibit "B" to the original Declaration of Condominium.

ARTICLE XI

PINELLAS COUNTY FLA.
OFF. REC. BK 12784 PG 2618

By-Laws

The By-Laws of this Condominium are set forth in Exhibit "C" attached hereto and made a party hereof. the Association are recorded in the Public Records of Pinellas County, Florida, as Exhibit "C" to the original Declaration of Condominium. The By-Laws may be amended in the same manner as is provided for the amendment of the Articles of Incorporation.

ARTICLE XII

Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eighteen (18) percent per annum and in addition to such interest, shall be subject to an administrative late fee in an amount determined by the Board of Directors not to exceed the maximum amount permitted by the Condominium Act as amended from time to time for each delinquent installment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. In the event that an assessment or installment of an assessment is forty-five (45) days past due, the Board of Directors may elect to accelerate the balance and remainder of all assessments due for said unit for the remainder of the year. In the event that the Association has elected its option to accelerate assessments, the accelerated assessments may be included in the claim of lien filed by the

Association. As used herein, if an assessment is not paid due it shall not be subject to interest or late fees.

ARTICLE XIII

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of 75% of the unit owners, as authorized and provided in Article XIV herein.

ARTICLE XIV

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement such policy shall be in an amount which shall be equal to the maximum insurance replacement value as determined annually by the insurance carrier, and in the absence of such determination, then by the Association Directors. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, and the fee owner-Lessor, as their interests may appear; and provisions shall be made for the insurance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with an excess to be payable to the unit owners, their mortgagees or fee owner-Lessor as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original building prepared by Morris Lapidus Associates, said plans being on file with the Pinellas County Building Department.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration, to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of 50% of their then value, the common

elements shall nevertheless be rebuilt as heretofore provided, unless 75% of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners, their mortgagees, and fee owner-Lessor as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring fee owner-Lessor, the Association and its members, against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings and improvements to the extent of not less than \$300,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause to any one person, and to the extent of not less than \$500,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the fee owner-Lessor or the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. Said insurance to be written in companies acceptable to fee owner-Lessor.

ARTICLE XV

Common Elements

The common elements shall include ~~the leased land and~~ all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners, for the purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No material alteration or substantial additions to the common elements shall be made, except upon the affirmative vote of 75% of the unit owners. After written approval from the Board of Directors, a Unit Owner may enclose the patio. All improvements shall be in conformance with the standards as adopted by the Board of Directors. Any enclosure of a patio, pursuant to this provision,

shall not be deemed a material alteration or a substantial addition to the common elements or limited common elements. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

ARTICLE XVI

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

The numbered and lettered enclosed parking spaces and storage closets are declared to be Limited Common Elements and are for the sole and exclusive use of the unit owners of the correspondingly numbered and lettered units. All interior courts are declared to be Limited Common Elements and are for the exclusive use of the respective units having access thereto. Parking spaces, interior courts and storage closets shall be kept in a clean and sightly manner by the respective owners thereof, and pursuant to reasonable rules and regulations from time to time promulgated by the Board of Directors. Unnumbered parking spaces shall be for guest and other parking and subject to such rules and regulations as the Directors may from time to time impose. Trucks, motor homes, mobile homes, campers, travel trailers, land cruisers, boats, ~~boat~~ trailers of any type or any motor vehicles not designed for the sole purpose (no sleeping or living accommodations) as a passenger vehicle are not allowed to park over night in Laurelwood, in carports, visitors parking areas or streets and roadways within the peripheral boundaries of Laurelwood. Commercial vehicles of any type, all trucks in excess of 3/4 ton and "dualie" type pick up trucks are prohibited from parking in Laurelwood, except for such vehicles which are on site during the performance of commercial services within Laurelwood.

Motorcycles cannot be ridden, run, or operated within the peripheral boundaries of Laurelwood.

~~Members having more than two automobiles parking in Laurelwood for a period of time longer than 30 days will be assessed by the Association \$15.00 per month for each additional vehicle~~

~~as a parking fee. The location for parking such vehicles to be assigned at the discretion of and by the directors.~~

A maximum of two (2) vehicles per condominium unit shall be allowed. Residents are to first utilize the assigned space for parking and park a second vehicle in a guest space.

Guest parking areas are provided and identified, parking or guest vehicles in any other areas cannot be allowed.

ARTICLE XVII

Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

Section 1. No unit shall be used for any purpose than as and for a single-family residence or dwelling.

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) Servicing the respective owners' apartments, whether inside or outside owners' apartments, and shall promptly pay for all utilities which are separately metered to the units.

Section 3. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements except for ~~name~~ address plates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. No dog or other pets, except as set forth hereinbelow, shall be permitted in any of the units or on the common or limited common elements. Birds such as canaries or parakeets and fish, such as goldfish or tropical varieties and one cat per unit which has been declawed, may be kept by a unit owner in the owner's respective unit provided that no such bird, fish, or cat shall e raised for commercial purposes. No pet or any kind shall be permitted in any unit or on the

common or limited common elements which is a nuisance or annoyance to other residents of the condominium.

~~Notwithstanding the foregoing, initial purchasers of units from U.S. Home of Florida, Inc. shall be permitted to keep one dog or cat pet for the life of said pet, provided the dog or cat, as the case may be, was owned by said owner prior to the unit owner's acquisition of the unit and further provided that said owner shall keep said dog on leash at all times that the dog is out of the owner's unit and shall only walk the dog in areas set aside and designated by the Directors.~~

Section 5. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change in or to the common elements or limited common elements, and shall be liable for damages therefore.

Section 6. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor common element area .

Section 8. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

Section 9. All occupant of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions an amplifiers that may tend to disturb other occupants.

Section 10. No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock p.m. and the following 9:00 o'clock a.m., if the same disturb or annoy other occupants of the building, and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 o'clock p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

~~Section 11. — No unit owner, or approved lessee of unit owner, shall permit any child under the age of sixteen (16) years to reside in any of the units except as otherwise provided herein.~~

Section 12. No one-bedroom unit in the Condominium shall be permanently occupied by more than two individuals and no two-bedroom unit shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

Section 13. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period; provided that at no time shall any one-bedroom unit be occupied by more than four individuals, nor any two-bedroom unit by more than six individuals. The six-month periods shall commence on the date of filing of this Declaration.

For security purposes and due to the residential nature of the community, a unit owner must register with the Association or its agent the name(s) of any guest(s) who will be occupying the unit while the unit owner(s) is absent from the premises, along with the dates of occupancy. If the guest(s) are not registered, they will be considered unauthorized occupant(s) subject to all rules and regulations of tenancy.

Section 14. Unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the respective covenants then in such event the unit owner shall pay for the costs and expenses for such legal proceeding by the Association, provided that the Association has been successful in such litigation.

Section 15. Because it is the desire of the unit owners of Laurelwood Condominium I that this be a condominium of resident unit owners, ownership in Laurelwood Condominium I is hereby restricted to one condominium unit per unit owner in Laurelwood Condominium.

ARTICLE XVIII

Transfer of Condominium Parcels

Section 1. - SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors or its agent for their approval, or disapproval, which shall be given within thirty days from the date of the submission of the contract of sale. If approved, the approval by the Board or its agent shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within thirty days, the transfer shall be deemed to have been approved by the directors.

If the transfer be disapproved, the directors shall have thirty days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale.

If the directors fail to exercise their option to purchase within said thirty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by the undersigned; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2. - CONVEYANCES, SALES, LEASES AND TRANSFERS. In order to assure a community of congenial residents and occupants and protect the value of the residences and to further the continuous harmonious development of the community, the sale and lease of units shall be subject to the following provisions which shall be covenants running with the land.

A. No sale, transfer, lease or conveyance of a unit shall be valid without the approval of the Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Any occupancy of a unit in the absence of the unit owner in excess of seven consecutive days shall be deemed a lease and shall require compliance with

this section regardless of whether any compensation is paid to the unit owner. Approval shall be in recordable form, signed by an officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyance. No lease shall be approved or permitted for a term of less than twelve (12) months. Only one lease shall be approved per unit for any 12 month period. No corporate lessees shall be approved.

B. A unit owner, including an institutional mortgagee who has received title to the unit through foreclosure or deed in lieu of foreclosure, intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell, to lease, or to transfer an interest in his unit, together with the name and address of the intended purchaser, lessee, or transferee, such other information as the Association may reasonably require, a fee to be determined by the Board of Directors not to exceed the maximum allowed by the Condominium Act, as amended from time to time, and the terms of the proposed transaction including a copy of the proposed contract or lease. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. Failure of the Association to act in fourteen (14) days shall be deemed to constitute approval, in which even the Association must on demand prepare and deliver approval in recordable form.

D. The provisions of this Article shall apply to original and all successive sales, leases, transfers and assignments. Subleasing is prohibited. However, no fee shall be required for transfers between a husband and a wife or for the approval of the renewal of any lease.

E. No residence shall be sold or leased, nor shall approval be given for the same, until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed purchaser or lessee can qualify as to the use restrictions.

F. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Declaration of Condominium and shall be liable for the violations by his lessee of any and all use restrictions, including the rules and regulations.

G. The Lessor or seller shall provide a copy of the Declaration of Condominium and Rules and Regulations to the lessee or buyer who shall acknowledge receipt of same in writing prior to consideration of any application for sale or lease approval.

H. Every purchaser or lessee who acquires any interest in a unit shall acquire the same subject to this Declaration of Condominium, the provisions of the By-Laws of the Association and the provisions of Florida law. Lessees who commit material violations of the Declaration of Condominium may be evicted by the Association at the expense of the Lessor after reasonable notice by the Association.

I. In the event of attempted conveyance or lease in contravention of the directions herein contained, the Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance. Any attempted sale, transfer or lease made or attempted without the approval of the Association as provided herein shall be void unless subsequently approved by the Association.

J. Due the residential nature of the Community, and the problems of rule enforcement associated with rentals, the harmony of living and the ability of owners to obtain mortgages on their units, after the effective date of this provision, there shall be a limitation on leasing as follows: Not more than ten percent (10%) of the units shall be rented or leased at any one time. The Association shall have the authority to promulgate rules regarding implementation of this restriction including, waiting lists, registration procedures, determination of rental or lease renewals or other matters to fairly distribute rentals after the effective date of this provision.

All unit owners exercising their rights of leasing their property subject to this Declaration and the Condominium act must submit proposed leases to the Board of Directors for their written approval before the prospective tenant takes occupancy. A clause of the lease must stipulate that the lessor has acquainted the lessee with:

K. No lease or rental of a unit shall be permitted until the record title holder has owned the unit for a period of twelve (12) months, unless the title was transferred by way of inheritance.

ARTICLE XV - Common Elements

ARTICLE XVI - Limited Common Elements

ARTICLE XVII - Restrictions

AND THE RULES GOVERNING THE USE OF THE SWIMMING POOL

ARTICLE XIX

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association, are as follows:

President _____ Richard J. Stier _____ 2240 Bayou Grande Blvd., N.E.
_____ St. Petersburg, Florida 33703

Vice- _____ Jack E. Porter _____ 1424 Ambassador Drive
President _____ Clearwater, Florida 33516

Secretary- _____ Helen I. Sarver _____ 1344 Summerlin Drive
Treasurer _____ Clearwater, Florida 33516

ARTICLE XX

Restraint Upon Assignment
of Shares in Assets

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

ARTICLE XXI

Management, Maintenance and
Operation Agreement

The initial officers and directors of LAURELWOOD CONDOMINIUM I ASSOCIATION, INC. have simultaneously herewith executed for, and on behalf of, said Association and its members a Management, Maintenance and Operational Agreement, a copy of said Agreement being attached hereto as Exhibit "E". Each member of the Association, by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

(1) — That they have ratified the acts of its officers in the execution of said Agreement by, and on behalf of, the Association, and

(2) ~~That they will comply with all of the terms and conditions of the said Agreement on their part to be kept and performed:~~

~~ARTICLE XXII~~

~~Special Provisions~~

~~LONG TERM LEASE - SPECIAL PROVISIONS. The undersigned, in accordance with the provisions of the Long Term Lease described in Article III, hereby apportions the initial rental payable thereunder to the respective units of the condominium as follows:~~

~~\$25.00 per month for each of the 24 1/B 1/B units, and~~

~~\$30.00 per month for each of the 48 2/B 2/B units~~

~~Rental shall commence as to each respective unit immediately upon the conveyance thereof by the undersigned to the designee of fee owner-Lessor thereof and shall continue throughout the term of the Lease.~~

~~The apportioned monthly rental shall be subject to adjustment based on the cost of living provision in the Lease.~~

~~LAURELWOOD CONDOMINIUM I ASSOCIATION, INC., the Association responsible for the operation of this condominium, shall collect from its members, the prorata share of the rental reserved in the Long Term Lease and apportioned to the respective condominium units, as above provided, and will forthwith remit same to Lessor, all in accordance with the terms of Article XXIX of said Lease.~~

~~All moneys required to be paid under the terms of the Long Term Lease for items other than rental, or payment apportioned by law to the respective units (such as ad valorem taxes), are hereby declared to be a common expense of the condominium.~~

~~All of the terms, conditions, duties and obligations to be kept and performed by Lessee (other than the payment of money, hereinafter provided for) shall be kept and performed by the Condominium, the Condominium Association, and the owners of the Condominium units to the extent tat same can be kept and performed by either or all. Each owner of a Condominium parcel in the Condominium, by the acceptance and recording of the deed of conveyance to his condominium parcel, shall have agreed, and the Association is hereby given, on behalf of each individual condominium parcel owner and Association member, his irrevocable proxy to act on his~~

~~behalf regarding the keeping and performing of all of the duties and obligations on behalf of the lessee to be kept and performed by the terms of said Long Term Lease, it being agreed that the actions of the Association in this regard shall be governed by the majority vote of its members and each member shall be bound by the vote of the majority of the members as aforesaid.~~

RECREATIONAL AREA. The recreational area shown on Sheet 2 of Exhibit "B" shall be used by the unit owners and their guests and invitees for recreational purposes only and at all times in accordance with rules and regulations promulgated from time to time by the Board of Directors.

ARTICLE XXIII

General

LAURELWOOD CONDOMINIUM I shall be operated and maintained, and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

This Amended and Restated Declaration of Condominium for LAURELWOOD CONDOMINIUM I, including exhibits attached hereto, made and entered into, and submitted this 12 day of May, 2003.

Witnesses:

John Deakin
Signature

Jackie Kralik
Printed Name

Elizabeth Sontag
Signature

Elizabeth Sontag
Printed Name

LAURELWOOD CONDOMINIUM I
ASSOCIATION, INC.

By: [Signature]
President

ATTEST:

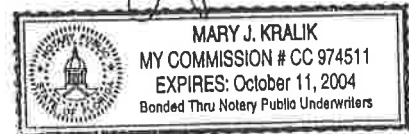
Robert J. Fuchs
Secretary

STATE OF FLORIDA)
 : ss
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 12 day of May, A.D., 2003, before me personally appeared David Jones and Robert J. Fuchs, President and Secretary, respectively, of LAURELWOOD CONDOMINIUM I ASSOCIATION, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration and they severally acknowledged the execution thereof

M:\Laurelwood\Amended&Restated-Declaration.wpd

Mary J. Kralik



DEMISED PREMISES

PINELLAS COUNTY FLA.
OFF. REC. BK 12764 PG 2632

A portion of Section 31, Township 28 South, Range 16 East, in Pinellas County, Florida, being more particularly described as follows:

From the Northwest corner of Section 31, Township 28 South, Range 16 East, thence proceed S $50^{\circ} 53' 03''$ E, 1891.01 feet, said point being the intersection of the centerlines of Countryside Boulevard and Oak Neck Road according to the plat of "Woodgate of Countryside - Unit One", as recorded in Plat Book 70, Pages 13 and 14 of the Public Records of Pinellas County, Florida; thence proceed N $78^{\circ} 01' 23''$ W, 83.58 feet along the Northwesterly projection of said centerline of Oak Neck Road; thence proceed N $11^{\circ} 58' 37''$ E, 50.00 feet to the POINT OF BEGINNING, (P. O. B.), of the parcel of land hereinafter described:

From said POINT OF BEGINNING, thence proceed N $78^{\circ} 01' 23''$ W, 76.42 feet to a point of curvature of a circular curve concave to the Southwest and having a radius of 1356.66 feet; thence proceed Northwesterly along the arc of said curve, through a central angle of $13^{\circ} 46' 55''$, 326.33 feet to a point of tangency; thence proceed N $64^{\circ} 14' 28''$ W, 220.70 feet to a point of curvature of a circular curve concave to the Southwest and having a radius of 25.00 feet; thence proceed Northwesterly, Northerly, and Northeasterly along the arc of said curve, through a central angle of $90^{\circ} 00' 00''$, 39.27 feet to a point of tangency; thence proceed N $25^{\circ} 45' 32''$ E, 25.00 feet to a point of curvature of a circular curve concave to the East and having a radius of 644.13 feet; thence proceed Northeasterly and Northerly along the arc of said curve through a central angle of $36^{\circ} 28' 20''$, 410.03 feet to a point of tangency; thence proceed N $10^{\circ} 42' 48''$ W, 138.39 feet to a point of curvature of a circular curve concave to the Northwest and having a radius of 25.00 feet; thence proceed Northerly and Northeasterly along the arc of said curve, through a central angle of $82^{\circ} 57' 26''$, 36.20 feet to a point of reverse curve of a circular curve concave to the Southeast and having a radius of 490.00 feet; thence proceed Northeasterly along the arc of said curve, through a central angle of $45^{\circ} 09' 25''$, 386.19 feet; thence proceed S $62^{\circ} 54' 47''$ E, 114.19 feet; thence proceed S $10^{\circ} 30' 36''$ E, 674.31 feet; thence proceed S $67^{\circ} 06' 44''$ E, 164.15 feet to point on a circular curve concave to the Northwest and having a radius of 1960.00 feet; thence proceed Southwesterly along the arc of said curve, through a central angle of $8^{\circ} 44' 44''$, 299.17 feet to a point of reverse curve of a circular curve concave to the Southeast and having a radius of 25.00 feet; thence proceed Southwesterly, Westerly, and Northwesterly, along the arc of said curve through a central angle of $87^{\circ} 50' 05''$, 38.33 feet to a point of tangency and to the POINT OF BEGINNING, said parcel containing 10.35 Acres more or less.

LAURELWOOD CONDOMINIUM I

A STATUTORY LEASEHOLD CONDOMINIUM

PINELLAS COUNTY, FLORIDA
SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST

DESCRIPTION OF DEMISED PREMISES:

A portion of Section 31, Township 28 South, Range 16 East, in Pinellas County, Florida, being more particularly described as follows:

From the Northwest corner of Section 31, Township 28 South, Range 16 East, thence proceed S50°33'03"E, 1891.01 feet, said point being the intersection of the centerlines of Countryside Boulevard and Oak Neck Road according to the plat of "Woodgate of Countryside - Unit One", as recorded in Plat Book 70, Pages 13 & 14 of the Public Records of Pinellas County, Florida; thence proceed N78°01'23"W, 83.58 feet along the Northwesterly projection of said centerline of Oak Neck Road; thence proceed N17°58'37"E, 50.00 feet to the POINT OF BEGINNING, (POB), of the parcel of land hereinafter described:

From said POINT OF BEGINNING, thence proceed N78°01'23"W, 76.42 feet to a point of curvature of a circular curve concave to the Southwest and having a radius of 13666 feet; thence proceed Northwesterly along the arc of said curve, through a central angle of 17°46'56", 326.33 feet to a point of tangency; thence proceed N64°14'28"W, 220.70 feet to a point of curvature of a circular curve concave to the Southwest and having a radius of 2500 feet; thence proceed Northwesterly, Northerly, and Northwesterly along the arc of said curve, through a central angle of 50°00'00", 38.27 feet to a point of tangency; thence proceed N27°45'32"E, 25.00 feet to a point of curvature of a circular curve concave to the East and having a radius of 644.13 feet; thence proceed Northwesterly and Northerly along the arc of said curve through a central angle of 36°28'20", 40.03 feet to a point of tangency; thence proceed N40°42'48"W, 128.39 feet to a point of curvature of a circular curve concave to the Northwest and having a radius of 2500 feet; thence proceed Northwesterly and Northwesterly along the arc of said curve, through a central angle of 82°57'26", 36.20 feet to a point of reverse curve of a circular curve concave to the Southwest and having a radius of 49000 feet; thence proceed Northwesterly along the arc of said curve, through a central angle of 40°09'25", 306.19 feet; thence proceed S62°34'47"E, 114.19 feet; thence proceed S10°30'36"E, 64.13 feet; thence proceed S67°06'44"E, 154.15 feet to point on a circular curve concave to the Northwest and having a radius of 136000 feet; thence proceed Southwesterly along the arc of said curve, through a central angle of 8°44'44", 239.17 feet to a point of reverse curve of a circular curve concave to the Southwest and having a radius of 2500 feet; thence proceed Southwesterly, Westerly, and Northwesterly, along the arc of said curve, through a central angle of 87°50'00", 38.33 feet to a point of tangency and to the POINT OF BEGINNING, said parcel containing 10.35 Acres more or less.

DEDICATION:

Know all men by these presents, that we, Maurice J. Hillmyer and Joyce M. Hicks, President and Assistant Secretary, respectively, of Imperial Homes Corporation, equitable owner of the leasehold interests in the certain leasehold, in excess of ninety-eight years and recorded in Official Records Book 445, Page 108, of the Public Records of Pinellas County, Florida, have caused the land embraced in the plat to be surveyed, laid out, and platted as "LAURELWOOD CONDOMINIUM I" pursuant to Florida Statute 71.08.

James A. Pratt

James A. Pratt

Maurice J. Hillmyer

Maurice J. Hillmyer

Maurice J. Hillmyer

Joyce M. Hicks

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS SS.

I hereby certify that on this 25th day of Feb., 1974, A.D. before me, a Notary Public, in and for said county, personally appeared Maurice J. Hillmyer and Joyce M. Hicks, President and Assistant Secretary, of Imperial Homes Corporation, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing dedication and they acknowledge the execution thereof to be their own free act and deed.

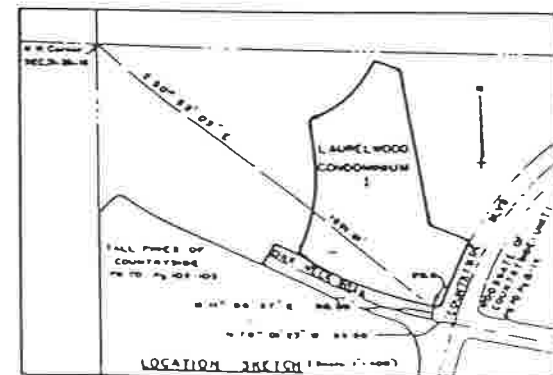
My Commission Expires Oct. 28, 1975

James A. Pratt
NOTARY PUBLIC, STATE OF FLORIDA, in large

SURVEYOR'S CERTIFICATE:

I hereby certify that the description and plans of the condominium property, "LAURELWOOD CONDOMINIUM I", sheets 1 thru 3, together with the wording of the declaration, to which a copy of this plat is attached as Exhibit D, constitutes a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimension and size of the common elements, and of each condominium unit therein.

James F. Glass
James F. Glass
Registered Land Surveyor
Florida Certificate No. 2001



Prepared by

P B POST, BUCKLEY, SCHUBA & JERNIGAN, INC.
S J
1972 BAYSHORE BLVD. DUNECLIFF, FLA. 33570
Tel. No. 325 00 208 00

PINELLAS COUNTY FLA.
OFF. REC. BK 12764 PG 2634

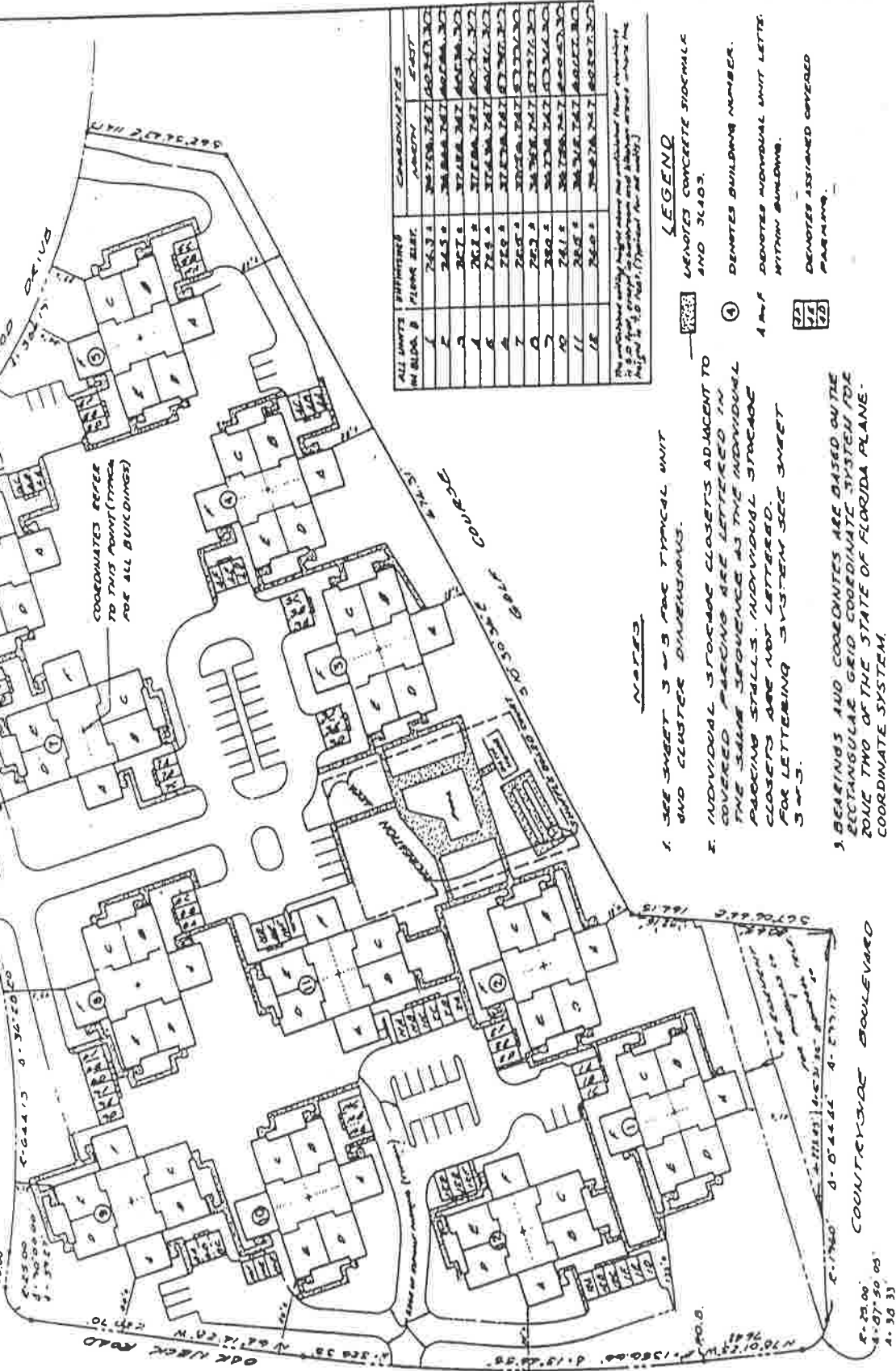
AURELWOOD CONDOMINIUM

A STATUTORY LEASEHOLD CONDOMINIUM

PINELLAS COUNTY, FLORIDA

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST

N 15° 45' 31" E
73.00'



COORDINATES REFER
TO THIS POINT (TINCA
FOR ALL BUILDINGS)

ALL UNITS (BATHING)	FLOOR SLIC	CARPORTS
1	26.3 1	26.3 1
2	26.3 2	26.3 2
3	26.3 3	26.3 3
4	26.3 4	26.3 4
5	26.3 5	26.3 5
6	26.3 6	26.3 6
7	26.3 7	26.3 7
8	26.3 8	26.3 8
9	26.3 9	26.3 9
10	26.3 10	26.3 10
11	26.3 11	26.3 11
12	26.3 12	26.3 12
13	26.3 13	26.3 13
14	26.3 14	26.3 14
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16	26.3 16	26.3 16
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18	26.3 18	26.3 18
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26	26.3 26	26.3 26
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97	26.3 97	26.3 97
98	26.3 98	26.3 98
99	26.3 99	26.3 99
100	26.3 100	26.3 100

- LEGEND**
- UNITED CONCRETE SIDEWALK AND 31403.
 - 4 DENOTES BUILDING NUMBER.
 - 4-1 DENOTES INDIVIDUAL UNIT LETTER WITHIN BUILDING.
 - 25 DENOTES ASSIGNED COVERED PARKING.

NOTES

- SEE SHEET 3-19 FOR TYPICAL UNIT AND CLUSTER DIMENSIONS.
- INDIVIDUAL STORAGE CLOSETS ADJACENT TO COVERED PARKING ARE LETTERED IN THE SAME SEQUENCE AS THE INDIVIDUAL PARKING SPACES. INDIVIDUAL STORAGE CLOSETS ARE NOT LETTERED. FOR LETTERING SYSTEM SEE SHEET 3-19.
- BEARINGS AND COORDINATES ARE BASED ON THE RECTANGULAR GRID COORDINATE SYSTEM FOR ZONE TWO OF THE STATE OF FLORIDA PLANE. COORDINATE SYSTEM.

Prepared by:
P. B. POST, BUCKLEY, SCHUB & JERGEN, INC.
CONSTRUCTIVE ENGINEERS, ARCHITECTS AND PLANNERS
1972 BAYVIEW BLVD., DUNEDIN, FLA. 33528
Job No. 325-00-208.00

PINELLAS COUNTY, FLORIDA
SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST

PINELLAS COUNTY, FLORIDA
SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST



1. ALL BOUNDARY WALLS ARE COMMON ELEMENTS.
2. THE DIMENSIONS OF THE INDIVIDUAL UNITS ARE ALONG THE INTERIOR FACES OF THE BOUNDARY WALLS AND ARE TYPICAL FOR ALL UNITS. THESE DIMENSIONS ARE BASED ON DRAWINGS, PLANS, AND DATA PREPARED BY MOORE'S LANDLORD ASSOCIATES ENTITLED "COUNTRYSIDE SIX-FLEX UNITS" DATED MAY 21, 1973, AND HAVE BEEN FIELD CHECKED BY POST, SICKLEY, SCHULZ AND JERNIGAN, INC. DURING CONSTRUCTION AND THESE DIMENSIONS HAVE BEEN FOUND TO BE IN SUBSTANTIAL COMPLIANCE WITH THESE PLANS EXCEPT FOR MINOR DEVIATIONS DUE TO NORMAL CONSTRUCTION PRACTICES.
3. SEE SHEET 2 OF 3 FOR INDIVIDUAL UNIT LETTERS AND BUILDING NUMBERS.
4. P = INTERIOR COURTS.
5. (C.P.) = COVERED PARKING
6. A-F, INCLUSIVE = INDIVIDUAL UNIT LETTERS.
7. STORAGE CLOSETS ARE ASSIGNED IN THE SAME SEQUENCE AS THE COVERED PARKING ADJACENT TO THE STORAGE CLOSETS. THE LETTERING SYSTEM SHOWN ABOVE IS FOR ILLUSTRATIVE PURPOSES AND IS NOT TYPICAL.

PINELLAS COUNTY FLA.
OFF. REC. BK 12764 PG 2635

0.1.4145 AGC1081

Prepared by:

P B POST, BUCKLEY, SCHUH & JERNIGAN, INC.
S J CONSULTING ENGINEERS, ARCHITECTS AND PLANNERS
1572 BAYSHORE BLVD., DUNEDIN, FLA. 33528
Job No. 325-00-208 00

3 of 3