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CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
TERRACE PARK OF FIVE TOWNS #31, INC.
UNIVERSITY ASSOCIATION
A CONDOMINIUM

NOTICE IS HEREBY GIVEN that a duly called meeting of the members on April 4, 2002, by a vote of not less than three-fourths (3/4) of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendment by the Board of Directors, the Declaration of Condominium for TERRACE PARK OF FIVE TOWNS #31, INC., as originally recorded in O.R. Book 6232, beginning with Page 545, et seq., on May 22, 1986, Public Records of Pinellas County, be and the same is hereby amended as follows:

1. The Declaration of Condominium of Terrace Park of Five Towns #31, Inc., is hereby amended in accordance with Exhibit A, attached hereto and entitled "Schedule of Amendment to Declaration of Condominium".

IN WITNESS WHEREOF, TERRACE PARK OF FIVE TOWNS #31, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 8 day of April, 2002.

CORPORATE SEAL

TERRACE PARK
OF FIVE TOWNS #31, INC.

ATTEST:

Dorothy K. Walton
Dorothy K. Walton, Secretary

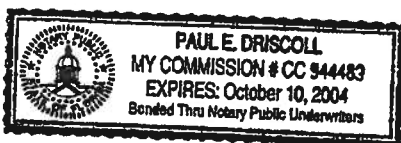
Frank Podgorski
Frank Podgorski, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this 8th day of April, 2002, personally appeared Frank Podgorski, President, and acknowledged before me that he executed this instrument for the purposes herein expressed:

My commission expires:

Paul E. Driscoll
Notary Public



RETURN TO: Dorothy Walton
5920 80th Street North #305
St. Petersburg, FL 33709

5C182114 04-08-2002 12:05:12 HDK
51 AGR-TERRACE PARK 5 TOWNS 31 INC
IH:02130276 BK:11933 SPG:0744 EPG:0745
RECORDING 002 PAGES 1 \$10.50

Exhibit A

TOTAL: \$10.50
CASH AMT. TENDERED: \$10.50
CHANGE: \$.00

BY _____ DEPUTY CLERK

**SCHEDULE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
TERRACE PARK OF FIVE TOWNS #31, INC.
UNIVERSITY ASSOCIATION**

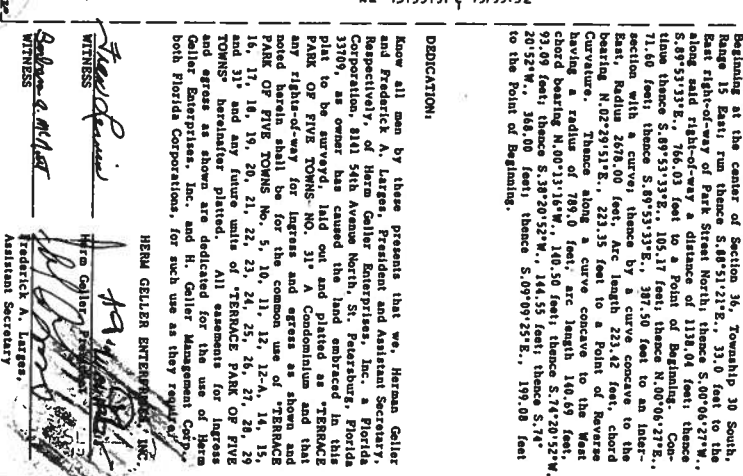
PINELLAS COUNTY FLA.
OFF. REC. BK 11933 PG 745

Article 20 – **OBLIGATIONS OF MEMBERS:** “t” & “u”, Page 20, of the Declaration of Condominium is amended to read as follows:

(t) Be allowed to ~~initially~~ occupy the condominium unit with a small sized pet. ~~pets. — In the event said pet dies thereafter, the owner cannot and shall not be permitted to replace said pet.~~ Only traditional household pets limited to dogs, cats, birds and fish are permitted. A maximum of one (1) dog or two (2) cats shall be allowed in each unit and must not exceed twenty-five (25) pounds when fully grown. / No animal shall be kept or bred for commercial purposes. All pets shall be registered and inoculated as required by local law.

(u) Not permit or allow any pets to walk upon the outside premises of the condominium unless the same be within the confines of the walk areas as are provided and designated as pet walking areas, and at all times dogs and cats must be kept on a leash. No pet shall be tied to any part of the exterior of a unit or any common area. Pet owners shall clean up after pets as required by local law. All damage created by a pet is the sole responsibility of the pet owner or the property owner if the pet owner is a renter. Damage to condominium property will be repaired by the Association and reasonable repair costs billed to the property owner. Pet owners must take all precautions to prevent their pet from becoming a nuisance to others.

Additions indicated by underlining
Deletions indicated by ~~striking through~~



Beginning the center of section 36, Township 30 South, Range 15 East, run thence S. 88°51'21"E., 33.0 feet to the East right-of-way of Park Street North; thence S. 00°00'45"E., 113.0 feet to a Point of Beginning; thence S. 88°51'33"E., 766.03 feet to a Point of Beginning; thence S. 88°51'33"E., 105.17 feet to a Point of Beginning; thence S. 88°51'33"E., 387.50 feet to an intersection with a curve; thence by a curve concave to the East, Radius 2670.00 feet, Arc length 233.42 feet, chord bearing N. 02°29'30"E., 223.35 feet to a Point of Reverse Curvature; thence along a curve concave to the West having a radius of 709.0 feet, arc length 140.69 feet, chord bearing N. 00°31'30"E., 140.55 feet; thence S. 74°20'52"W., 93.09 feet; thence S. 38°20'52"W., 146.55 feet; thence S. 74°20'52"W., 368.00 feet; thence S. 09°09'25"E., 199.08 feet to the Point of Beginning.

Know all men by these presents that we, Herman Guller and Frederick A. Larges, President and Assistant Secretary, respectively, of Herm Guller Enterprises, Inc., a Florida Corporation, 8181 54th Avenue North, St. Petersburg, Florida 33709, as owner, have caused the land embraced in this plat to be surveyed, laid out and platted as "TERBERG PARK OF FIVE TOWNS NO. 31" A Condominium and that any right-of-way for ingress and egress as shown and noted herein shall be for the common use of "TERBERG PARK OF FIVE TOWNS NO. 5, 10, 11, 12, 12-A, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 31a and any future units of "TERBERG PARK OF FIVE TOWNS" hereinafter platted. All easements for ingress and egress as shown are dedicated for the use of Herm Guller Enterprises, Inc. and H. Guller Management Corp., both Florida Corporations, for such use as they require.

72-1440-1
 HON. COLLEGE PRESIDENT
 WITNESS
 Frederick A. Larsen,
 Assistant Secretary

STATE OF FLORIDA
COUNTY OF ST. JAMES

It is hereby certified that on this 15th day of May, A.D., 1986, before me personally appeared Herb Goller and Friedrich Goller, both of the County of Polk, State of Florida, known to me to be the persons whose names are subscribed to the foregoing Petition, and personally acknowledged to me the execution thereof to be their free act and deed as officers, for the uses and purposes therein mentioned, and that they admitted that the Official Seal of the said Corporation and said instrument is an act and deed of said corporation.

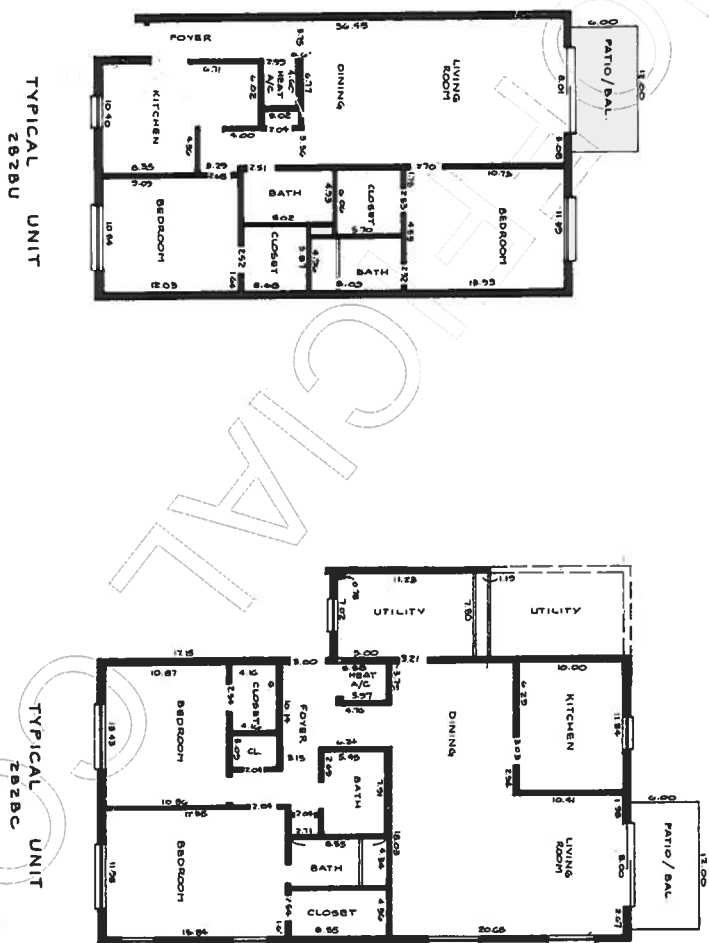
Given under my hand and Official seal at St. Petersburg, in the County of Pinellas, State of Florida, this day and year

1986.

My Commission Expires **4-5-1000**

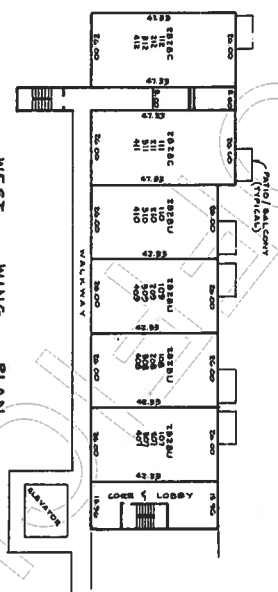
JOHN C. BRENDLA AND ASSOCIATES, P.A.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82ND AVE. NO. • PINELLAS PARK • FL. 33565

TERRACE PARK OF FIVE TOWNS NO. 31 A CONDOMINIUM

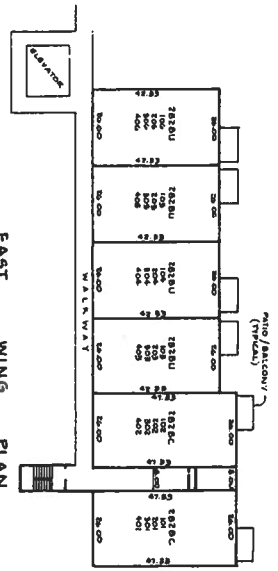


UNIT FLOOR PLANS
DIMENSIONS SHOWN ARE FIELD MEASURED
SCALE 1/8" = 1'-0"

TERRACE PARK OF FIVE TOWNS NO. 31 A CONDOMINIUM



WEST WING PLAN
OVERALL FLOOR PLAN
FIRST FLOOR SHOWN - FLOORS 1, 3 & 11F
SCALE 1" = 30'
(NOT FIELD MEASURED)

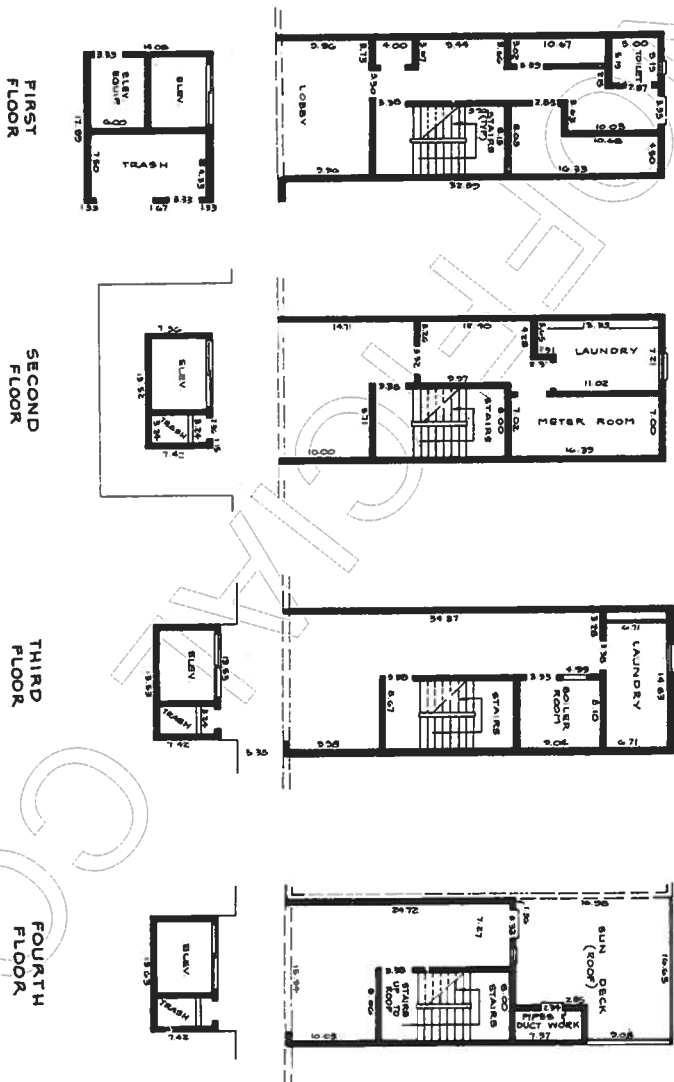


EAST WING PLAN
OVERALL FLOOR PLAN
FIRST FLOOR SHOWN - FLOORS 1, 3 & 11F
SCALE 1" = 30'
(NOT FIELD MEASURED)

11TH FLOOR	11TH FLOOR (1100)
10TH FLOOR	10TH FLOOR (1000)
9TH FLOOR	9TH FLOOR (900)
8TH FLOOR	8TH FLOOR (800)
7TH FLOOR	7TH FLOOR (700)
6TH FLOOR	6TH FLOOR (600)
5TH FLOOR	5TH FLOOR (500)
4TH FLOOR	4TH FLOOR (400)
3TH FLOOR	3TH FLOOR (300)
2TH FLOOR	2TH FLOOR (200)
1TH FLOOR	1TH FLOOR (100)

TYPICAL ELEVATION SECTION
ELEVATIONS SHOWN ARE FIELD MEASURED

TERRACE PARK OF FIVE TOWNS NO. 31 A CONDOMINIUM



CORE AREA FLOOR PLANS
DIMENSIONS SHOWN ARE FIELD MEASURED
SCALE 1" = 10'

**CERTIFICATE OF AMENDMENT TO DECLARATION OF
CONDOMINIUM OF TERRACE PARK OF FIVE TOWNS NO. 31 INC. -
UNIVERSITY BUILDING- A CONDOMINIUM**

WHEREAS, the Board of Directors and unit owners of TERRACE PARK OF FIVE TOWNS NO. 31, INC., hereinafter referred to as association, desires to amend the Declaration of Condominium for said condominium association, which Declaration of Condominium and Bylaws were originally recorded in O.R. Book 6232 beginning with page 545, et seq., on May 22nd 1986, Public Records of Pinellas County.

WHEREAS, a meeting of the Board of Directors of the association and said unit owners/ members was duly called in accordance with the Declaration of Condominium and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, such a meeting took place on March 17, 2016, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendment; which amendment was proposed by resolution by said Directors, same was presented for a vote, and accepted by the required vote of the Board of Directors, and said amendments were approved by the vote of the required percentage of unit owners/members according to the provisions of the Declaration of Condominium for said Association.

ARTICLE 20 - OBLIGATIONS OF MEMBERS Page 20 of the Declaration of Condominium is to be amended by adding paragraph (w) following paragraph (v) as follows:

(w) Not be allowed to smoke or permit guests to smoke in any part of the common elements of the condominium except in designated areas as follows:

- **On the fourth floor open deck area at the back of the condominium where no overhead ceiling exists. The door to this area must be kept closed except when entering or exiting.**
- **On the second floor open deck area at the front of the condominium where no overhead ceiling exists.**
- **On the first floor outer walkway in front of the elevator structure next to the trash room.**
- **On the parking and lawn areas of the condominium property.**

RESOLVED, further, that said Amendment to the Declaration of the Association is hereby adopted, approved and the Board of Directors shall have same recorded in the public records of Pinellas County, Florida.

TERRACE PARK OF FIVE TOWNS NO. 31 INC.

BY: Ken Guidinger
President

BY: Joan Cullen
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of March, 2016, by Ken Guidinger, the President and Joan Cullen, the Secretary who are personally known to me, or have produced Florida Drivers License as identification, and who did take an oath and depose that they executed the foregoing Amendment and acknowledge to and before me that they executed said Amendment for the purpose therein expressed.

Witness my hand official seal this 18th day of March 2016.



Peter K. Schmidt
COMMISSION #FF233972
EXPIRES: May 26, 2019
www.AaronNotary.com

Peter K. Schmidt
Notary Public

Peter K. Schmidt
Notary Name Typed / Printed

(CODING: Words in underscore type indicate changes from original Declaration of Condominium. Unless otherwise provided herein, all provisions of the Declaration of Condominium are not affected by this Amendment and shall remain the same.)

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire

Address:
Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF RECORDATION
OF
RESOLUTION ADOPTING AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM, BY LAWS, AND ARTICLES OF INCORPORATION
TERRACE PARK OF FIVE TOWNS, NO. 31, INC.**

WHEREAS, the Declaration of Condominium of Terrace Park of Five Towns, No. 31, Inc. ("Declaration") and the By Laws and Articles of Incorporation of Terrace Park of Five Towns, No. 31, Inc. ("Association") were amended, and said amendments were recorded in Official Records Book 15768 at Page 1897, et. seq., of the Public Records of Pinellas County, Florida, and subsequently re-recorded in Official Records Book 19123 at Page 1601, et. seq., of the Public Records of Pinellas County, Florida; and

WHEREAS, the Board of Directors ("Board") of the Association is the entity responsible for operating all of the property subject to the Declaration; and

WHEREAS, at a duly called meeting of the Board of Directors held on May 20, 2019, the attached Resolution was adopted by a vote of 5 to 0; and

WHEREAS, the Board is desirous of putting the World on notice of the contents of the attached Resolution so as to bring its Documents up to date.

NOW THEREFORE, the Board hereby resolves as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. Attached hereto is a true and correct copy of the Resolution of the Board of Directors dated May 20, 2019.
3. The purpose of recording this instrument is to put the World on notice of the contents of the attached Resolution.

IN WITNESS WHEREOF, the Board has approved of this Certificate of Recordation on this 27th day of JUNE, 2019, at Pinellas County, Florida.

TERRACE PARK OF FIVE TOWNS, NO. 31, INC.

By: Kenneth Guidinger
Kenneth Guidinger, President

Monica Bertran
Signature of Witness #1

Monica Bertran
Printed Name of Witness #1

[Signature]
Signature of Witness #2

Shirley Delina
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned personally appeared Kenneth Guidinger, to me known to be the President of TERRACE PARK OF FIVE TOWNS, NO. 31, INC., and he jointly and severally acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation. He is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of JUNE, 2019.

Dina Cespedes
Notary Public
Printed Name: Dina CESPEDES

My commission expires:



**TERRACE PARK OF FIVE TOWNS, NO. 31, INC.'S RESOLUTION ADOPTING
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM, BY LAWS, AND
ARTICLES OF INCORPORATION**

WHEREAS, the Declaration of Condominium of Terrace Park of Five Towns, No. 31, Inc. ("Declaration"), and the By Laws and Articles of Incorporation of Terrace Park of Five Towns, No. 31, Inc. ("Association") were amended, and said amendments were recorded in Official Records Book 15768 at Page 1897, et. seq., of the Public Records of Pinellas County, Florida, and subsequently re-recorded in Official Records Book 19123 at Page 1601, et. seq., of the Public Records of Pinellas County, Florida; and

WHEREAS, Association sought to amend Sections 12 and 21 of the Declaration, Article XV of the By Laws, and Article XI of the Articles of Incorporation, as evidenced by Exhibit "A"; and

WHEREAS, the amendments in their entirety were presented to the community and affirmatively voted upon during a duly noticed meeting held on April 18, 2007, as evidenced in Exhibit "B," attached; and

WHEREAS, the recorded amendments to Sections 12 and 21 of the Declaration, Article XV of the By Laws, and Article XI of the Articles of Incorporation found in Exhibit "A" contain only partial portions of the Sections and Articles sought to be amended and were incorrectly titled; and

WHEREAS, The Board of Directors of Association desire to correct the improperly recorded amendments to the Declaration, By Laws, and Articles of Incorporation and publish the amendments in the manner required by law; and

NOW, THEREFORE, in consideration of the foregoing, Association, by and through its Board of Directors, resolves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. The Amendment to Section 12 of the Declaration of Condominium shall read as follows:

12. AMMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of ~~three-fourths (3/4)~~ two-thirds (2/3) of the condominium parcel owners present in person or by proxy, at a meeting duly called and noticed for such purpose pursuant to the By-Laws; provided however that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Service and Maintenance Agreement, attached hereto as EXHIBIT "B", or the "Maintenance Company", save and except if such amendment is for the purpose to correct an error or omission in this declaration of Condominium or in other documentation required by law to establish the condominium form of ownership; then such amendment shall nevertheless be affective when duly passed by an affirmative vote of fifty-one (51%) of the members of the Association present or represented at in written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County, Florida; provided however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

3. The Amendment to Section 21 of the Declaration of Condominium shall read as follows:

21. PARKING SPACE:

Every unit owner shall be assigned one parking space per unit for automobile parking only. A list of assigned parking spaces shall be maintained by the Board of Directors. The owner of each unit that has acquired or has been designated a parking space which is sheltered or covered in some manner shall be responsible for all costs to replace, repair, maintain, and insure said covered parking space. An additional twenty-five percent (25%) parking spaces shall be provided for the specific use of guests or, at the discretion of the Board of Directors, may be designated for use by unit owners who have an additional car. Parking shall be limited to passenger automobiles, station wagons or small vans/campers that are registered as passenger vehicles, in the parking space allotted and guest spaces. However, any and all other type vehicles are specifically excluded including but not limited to trailers of any kind, whether boat, house or utility and commercial trucks. Washing of any vehicles using city water by hose is prohibited, and shall not be allowed on the premises. The open parking spaces may, from time to time, be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to environmental ordinances, additional parking space area with reference to the number of condominium units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to any owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such a situation.

4. The Amendment to Article XV of the By Laws shall read as follows:

The By-Laws of the corporation are to be made, altered or rescinded by a ~~three-fourths (3/4)~~ two-thirds (2/3) vote of the members of this corporation present in person or by proxy at a meeting duly called and noticed, save and except as provided for in the Declaration of Condominium of TERRACE PARK OF FIVE TOWNS NO. 81, a condominium, recorded among the Public Records of Pinellas County, Florida, as it pertains to correcting errors and/or omissions in the Declaration of Condominium or in any other documentation required by law to establish the condominium form of ownership.

5. The Amendment to Article XI of the Articles of Incorporation shall read as follows:

These articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than ~~three-fourths (3/4ths)~~ two-thirds (2/3) of the then present members of the corporation which may be accomplished at any regular or special meeting present in person or by proxy at a meeting duly called and noticed, of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove, and of Paragraphs F, G, H & I, of Article X, may be made without the unanimous approval of the then members of the corporation together with the written unanimous approval of all mortgagees holding a valid enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, life insurance company, federal savings and loan association, institutional investor, mortgage bankers and/or real estate investment trust authorized to transact business in the State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Board of Directors of Terrace Park of Five Towns, No. 31, Inc. has approved of this Resolution and accepts the amendments to Sections 12 and 21 of the Declaration of Condominium, Article XV of the By Laws, and Article XI of the Articles of Incorporation this 20th day of MAY, 2019, by a vote of 5 to 0 at a duly called meeting at which a quorum was present.

Ken Guidinger, President of
Terrace Park of Five Towns, No. 31, Inc.

STATE OF FLORIDA)

COUNTY OF PINELLAS)

BEFORE ME, the undersigned personally appeared KEN GUIDINGER, to me known to be the President of Terrace Park of Five Towns, No. 31, Inc. This individual is personally known to me or has produced (1) as identification, and having taken an oath, stated that the information contained herein is true and correct.

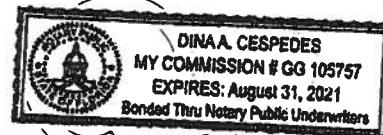
WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of may, 2019.

Dina Cespedes

Notary Public

Printed Name: Dina Cespedes

My commission expires:



This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

TANKEL LAW GROUP
1022 Main Street, Suite D
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM AND BYLAWS
TERRACE PARK OF FIVE TOWNS, NO. 31, INC.**

I HEREBY CERTIFY THAT the attached adopted amendments to the Declaration of Condominium and By-Laws for Terrace Park of Five Towns, No. 31, Inc., as described in Official Records Book 6232, Page 545, et seq., of the Public Records of Pinellas County, Florida, were duly approved in the manner required therein.

IN WITNESS WHEREOF, we have affixed our hands this 7th day of July,
2019 at Pinellas County, Florida.

TERRACE PARK OF FIVE TOWNS, NO.
31, INC.

WITNESSES:

By:

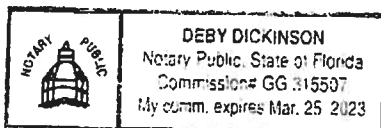
Kenneth Guidinger
Kenneth Guidinger, President

Deborah L. Cook
Signature of Witness #1

DEBORAH L. COOK
Printed Name of Witness #1

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1 day of July,
2019, by Kenneth Guidinger as President of Terrace Park of Five Towns, No. 31, Inc., a Florida Not
for Profit Corporation, on behalf of the corporation. He is personally known to me or has produced
FLIDL (type of identification) as identification.



Deby Dickinson
Notary Public

Printed Name: Deby Dickinson

My commission expires:
MARCH 25, 2023

**ADOPTED AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF
TERRACE PARK OF FIVE TOWNS, NO. 31**

Section 14, Section 18(b), Section 20(g), and Section 21 of the Declaration are amended to read as follows; substantial change to sections, see current provisions for present text:

14. Assessments, Liability, Maintenance, Lien and Priority Interest, Collection:

The Board of Directors of the Association has the right to assess the members of the association, in accordance with FS 718, for any and all common expenses incurred, excluding services contained in the Service and Maintenance Agreement. The Board of Directors shall have the right to renegotiate said Service and Maintenance Agreement by a majority vote of said Board. THE BOARD OF DIRECTORS SHALL HAVE THE AUTHORITY, AS INDICATED IN THE BY-LAWS, TO CONTRACT FOR ANY INCREASES IN THE SAID SERVICE AND MAINTENANCE AGREEMENT WITHOUT THE APPROVAL OF THE UNIT OWNERS OF THE ASSOCIATION.

Every assessment, regular or special, made hereunder and costs incurred in collecting the same, including reasonable attorney's fees, late fees, interests, and costs shall be paid by the unit owner when due.

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

Notwithstanding anything to the contrary contained in this Declaration, upon the foreclosure of a first mortgage, the first mortgagee taking title by foreclosure or deed in lieu thereof shall be required to pay such amounts as are contained in Section 718.116, Florida Statutes, as amended from time to time. All others obtaining title by foreclosure of a first mortgage or deed in lieu thereof shall be obligated to pay all amounts owed by the previous owner, as allowed by law. The lien of the Association relates back to the recording of the Declaration, and the Association is not a "previous owner" as allowed by law as amended from time to time. In addition the following are hereby declared to be Common Expenses: interest, costs, late fees and legal fees, if any, that were due at the time of transfer.

18(b). Rental or Lease: A Condominium parcel shall not be leased or rented by any parcel owner other than the Developer or the Service and Maintenance Company whether they are the owner or represent an owner without the prior written approval as to the terms and condition of said lease by the Board of Directors of the Association and/or the Developer or the Service and Maintenance Company. A copy of the proposed lease and fully executed lease application, as may

be required by the Board of Directors, must be provided to the Board no later than thirty (30) days prior to the start of the lease. The Board must approve or disapprove of the prospective lease within ten (10) days of the lease having been provided. A prospective lessee's inability to abide by the Governing Documents and Rules and Regulations shall be grounds for disapproval. The Board of Directors shall have the right to require that a substantially uniform form of lease be used when being leased or rented by a unit owner other than the Developer or the Service and Maintenance Company, under the rights herein granted.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the Lessee.

No condominium parcel may be leased during the first one (1) year of ownership beginning from the date an owner takes title, except in the case of hardship. The Board of Directors shall use its discretion in determining hardship situations. No more than six (6) condominium parcels may be leased at any one time. If a unit owner's request to lease a condominium parcel exceeds the permitted number of leased condominium parcels, that unit owner and subsequent unit owners making such a request shall be placed on a waiting list. No lease under six (6) months in length will be approved, and no unit owner shall be permitted to lease their condominium parcel more than one time per year for any reason. These provisions shall not apply to the Association if it takes title to a condominium parcel in a lien foreclosure, or deed in lieu thereof.

20(g). Parking shall be limited to passenger automobiles, stationwagons, non-commercial trucks, or small vans/campers registered as passenger vehicles, in the parking space allotted, and any other type vehicle is specifically excluded, including but not limited to, motorcycles, trailers of any kind, whether boat, house or utility, and campers. Any vehicle, including the aforementioned vehicle types, is prohibited if it exceeds 210 inches in length. Prohibited commercial truck shall be defined as those with commercial lettering or business logos, or those trucks with racks attached to the truck bed. Non-commercial trucks less than 210 inches in length are permitted if the truck bed's interior is concealed with a fitted hard or soft top. Washing of any vehicles using city water by hose shall not be allowed.

21. Parking Spaces:

Every unit owner shall be assigned one parking space per unit for automobile parking only. A list of assigned parking spaces shall be maintained by the Board of Directors. The owner of each unit that has acquired or has been designated a parking space which is sheltered or covered in some manner shall be responsible for all costs to replace, repair, maintain, and insure said covered parking space. An additional twenty-five percent (25%) parking spaces shall be provided for the specific use of guests or, at the discretion of the Board of Directors, may be designated for the use by unit owner who have an additional car. Parking shall be limited to passenger automobile, stationwagons, non-commercial trucks, or small vans/campers that are registered as passenger vehicles, in the parking space allotted and guest spaces. However, any and all other type vehicles are specifically excluded



including but not limited to motorcycles, trailers of any kind, whether boat, house or utility and commercial trucks. Any vehicle, including the aforementioned vehicle types, is prohibited if it exceeds 210 inches in length. Prohibited commercial truck shall be defined as those with commercial lettering or business logos, or those trucks with racks attached to the truck bed. Non-commercial trucks less than 210 inches in length are permitted if the truck bed's interior is concealed with a fitted hard or soft top. Washing of any vehicles using city water by hose is prohibited, and shall not be allowed on the premises. The open parking spaces may, from time to time, be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designed for parking spaces by the Board of Directors, which shall include, in necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to environmental ordinances, additional parking space area with reference to the number of condominium units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to any owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provisions is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such a situation.

**ADOPTED AMENDMENTS TO THE BY-LAWS OF
TERRACE PARK OF FIVE TOWNS, NO. 31**

Article X, Section G of the By-Laws is amended to read as follows; substantial change to section; see current provision for present text:

G. Every unit owner shall be assigned one uncovered parking space per unit. Parking shall be limited to passenger automobiles, passenger station-wagons, non-commercial trucks or small vans/campers that are registered as passenger vehicles, in the parking space allotted, and guest spaces, and any other type vehicle is specifically excluded, including but not limited to motorcycles, trailers of any kind whether boat, house or utility, campers and commercial trucks. Any vehicle, including the aforementioned vehicle types, is prohibited if it exceeds 210 inches in length. Prohibited commercial truck shall be defined as trucks with commercial lettering or business logos, or trucks with racks attached to the truck bed. Non-commercial trucks less than 210 inches in length are permitted if the truck bed's interior is concealed with a fitted hard or soft top. Washing of any vehicle by hose, using city water, shall not be allowed on the premises. Additional parking shall be supplied in accordance with paragraph 21 in the Declaration of Condominium.

