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THIS INSTRUMENT PREPARED BY STATE OF FLORIDA BY  
FOWLER, WHITE, GILLES, KIMNEY, BOWEN & WILLIAMS, P.A.  
428 Cleveland Street, Clearwater, Florida 33815

RECEIVED

JAN 18 4 18 PM '74

AMENDED DECLARATION OF CONDOMINIUM  
OF  
HOWELL PARK CONDOMINIUM  
ARDSON PLACE, TAMPA, FLORIDA

OFF REC 2822 PL 1011

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium of Howell Park Condominium as recorded among the Public Records of Hillsborough County, Florida, on January 16, 1973, in O.R. Book 2610 at Page 369 and in Condominium Book 1 at Page 10, was amended pursuant to Section 13 of said Declaration of Condominium at a special meeting of the directors and the membership of Howell Park Condominium Association, Inc. on December 20, 1973, in the following respects:

1. Section 5.3 of Article 5 of the Articles of Incorporation of Howell Park Condominium Association, Inc., was amended to read as follows:

"5.3 The first election of directors shall not be held until after Sunshine State Service Corp., the Developer of said condominium, has closed the sales of all of the apartments of the condominium, or until said developer elects to terminate its control of the condominium, or until June 30, 1974, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors."

2. Section 2.9 of the By-Laws of Howell Park Condominium Association, Inc. was amended to read as follows:

"2.9 Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until June 30, 1974, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors."

3. Section 3.2(f) of the By-Laws of Howell Park Condominium Association, Inc. was amended to read as follows:

"3.2(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until June 30, 1974, or until Developer

REC. 2822-1012

elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer."

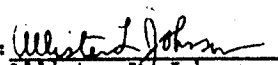
EXECUTED at Tampa, Florida, this 18 day of January,  
1974.

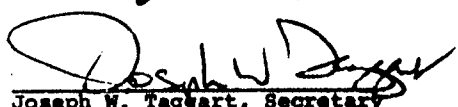
SUNSHINE STATE SERVICE CORP.

By

  
Thomas J. Murphy  
Executive Vice President

ATTEST:

  
Allister E. Johnson  
Secretary-Treasurer

  
Joseph W. Taggart, Secretary  
Howell Park Condominium Association,  
Inc.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, JOSEPH W. TAGGART, Secretary of HOWELL PARK CONDOMINIUM ASSOCIATION, INC., do hereby certify that the foregoing amendments to the Declaration of Condominium of Howell Park Condominium and of the Articles of Incorporation and the By-Laws of HOWELL PARK CONDOMINIUM ASSOCIATION, INC., were duly approved and adopted at a special meeting of the directors and members of said Howell Park Condominium Association, Inc. on December 20, 1973.

  
JOSEPH W. TAGGART, SECRETARY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

REC. 2822 #1013

BEFORE ME, the undersigned authority, this day personally appeared THOMAS J. MURPHY and ALLISTER L. JOHNSON, as Executive Vice President and Secretary-Treasurer respectively, of SUNSHINE STATE SERVICE CORP., a Florida corporation, and JOSEPH W. TAGGART, as Secretary of HOWELL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, who after first being duly sworn by me, severally acknowledged that they executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal this 18 day of January, 1974, in the County and State last aforesaid.

*Carol A. Weaver*  
Notary Public

My Commission Expires: Notary Public, Hillsborough County, Florida  
My Commission Expires April 6, 1976

AMENDMENTS TO DECLARATION OF CONDOMINIUM  
OF HOWELL PARK CONDOMINIUM

Section 8.1 of the Declaration of Condominium of Howell Park Condominium is hereby amended so that as amended it shall read as follows:

8.1 AUTHORITY TO PURCHASE; NAMED INSURED: All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee. Apartment owners may obtain coverage at their own expense for their personal property and for their living expense.

Section 8.4 of the Declaration of Condominium of Howell Park Condominium is hereby amended so that as amended it shall read as follows:

8.4 INSURANCE TRUSTEE; SHARES OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering the property losses shall be paid as follows:

(a) In the event the estimated cost of reconstruction or repair that is the responsibility of the Association is more than \$20,000.00, then all proceeds shall be paid to such bank in Florida with trust powers as may be designated by the Board of Directors of the Association which bank shall act as Insurance Trustee hereunder; and

(b) In the event said estimated cost of reconstruction or repair is \$20,000.00 or less, then at the Association's option, all proceeds shall be paid to the Board of Directors of the Association which shall act as the Insurance Trustee hereunder.

In the event the Board of Directors acts as Insurance Trustee, the Association shall purchase a fidelity or surety bond on the Board of Directors sufficient in amount to cover the proceeds paid to the Board of Directors by the insurance company. The duty of the Insurance Trustee, whether a designated bank or the Board of Directors, shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments: Proceeds on account of damage to apartments shall be held in the following undivided shares:

(i) When the building is to be restored - For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgagees: In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

Section 9.6 (a) and (b) of the Declaration of Condominium of Howell Park Condominium is hereby amended so that as amended it shall read as follows:

9.6 (a) Association - Lesser damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is \$20,000.00 or less, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the Construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

9.6 (b) Association - Major damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$20,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

# HOWELL PARK CONDOMINIUM ASSOCIATION

2401-07 ARDSON PLACE • CORNER BAYSHORE BOULEVARD

TAMPA, FLORIDA 33609

TELEPHONE • 251-0575

FILE 3747 PG 1262

The following is an Amendment to the Declaration of Condominium of Howell Park Condominium Association, Inc. The Declaration of Condominium as recorded in the Official Record Book 2610, pages 369 - 413 and as amended per the following:

Date	Recorded Book	Page
1/18/74	2822	1011
12/16/74	2976	981
12/30/75	3079	264
1/23/80	3616	722

## AMENDMENT TO DECLARATION OF CONDOMINIUM OF HOWELL PARK CONDOMINIUM

Section 11.2 (a)(ii) of the Declaration of Condominium of Howell Park Condominium Association, Inc. is hereby amended so that as amended it shall read as follows:

(ii) Lease: An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease which shall contain a provision for the lease period to be a minimum of one year.

EST. TAX  
SURFAX  
BOOKS  
FEB. 1981  
13.00  
ADDITIONAL  
TOTAL  
13.00  
RECEIVED  
1981

JAMES M. TAYLOR, JR.  
CLERK OF THE COURT  
RECORDS & DEEDS  
HILLSBORO COUNTY, FLA.  
TAMPA, FL 33603

VS

HOWELL PARK CONDOMINIUM ASSOCIATION

2401-07 ARDSON PLACE • CORNER BAYSHORE BOULEVARD

TAMPA, FLORIDA 33629

TELEPHONE • 251-0575

OFF. 5726 G  
REC. 5726 G

425

RECORD VERIFIED

*Richard Ah*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By: Ramon Duran, D.C.

CERTIFICATE RELATING TO AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM  
OF

HOWELL PARK CONDOMINIUM ASSOCIATION, INC.

The undersigned, as President and Secretary, respectively, of Howell Park Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, hereby certify that they are the duly elected officers of said corporation and that at a Special Meeting of the Members of Howell Park condominium Association held on May 18, 1989, the attached Amendments to the Declaration of Condominium were duly adopted by the members of the Association in accordance with the provisions of Section 9 of the By-Laws of Howell park Condominium Association, Inc.

Dated this 31 day of May, 1989.

Corporate Seal

Howell Park Condominium Association, Inc.

*Wayne N. Smith*

By:

*Peter Kourmolis*  
Peter Kourmolis, President

*Wayne N. Smith*

By:

*Julia M. Flom*  
Julia Flom, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

I HEREBY CERTIFY, that on this 31 day of May, 1989, before me personally appeared Peter Kourmolis and Julia Flom, to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Howell Park Condominium Association, Inc., a Florida non-profit corporation, and who severally and duly acknowledged the execution of such instrument as such officers aforesaid, for and on behalf of said corporation, for the uses and purposes therein expressed.

Witness my hand and official seal in the State and County first aforesaid.

*[Signature]*  
Notary Public

State of Florida

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Oct. 14, 1991

Bonded thru Troy Fair - Insurance Inc.

Prepared by: Wayne N. Smith, 2401 Ardson Place, Tampa, Fl. 33629

89 JUN 29 PM 3:55

89140432

HOWELL PARK CONDOMINIUM ASSOCIATION

2401-07 ARDSON PLACE • CORNER BAYSHORE BOULEVARD

TAMPA, FLORIDA 33629

TELEPHONE • 251-0575

OFF. REC. 5726 P.C. 426

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF  
HOWELL PARK CONDOMINIUM ASSOCIATION, INC.

Section 10.1 of the Declaration of Condominium of Howell Park Condominium Association, Inc. is hereby amended so that as amended it shall read as follows:

10.1 APARTMENTS: Each of the apartments that are a part of the condominium shall be occupied only by one family, not to exceed four persons, as a residence and for no other purpose provided, however, guests and servants may occupy the apartment from time to time. No apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this declaration to show the changes in the apartments to be effected.

Section 10.9 is hereby added to the Declaration of Condominium of Howell Park Condominium Association, Inc. so that as added it shall read as follows:

10.9 ADULT HOUSING FACILITY: Howell Park Condominium is intended to be an adult housing facility providing housing intended and operated for occupancy by at least one person 55 years of age or older per apartment. The condominium intends to provide significant facilities and services designed to meet the physical and social needs of its residents. These specific services and facilities may vary from time to time and may be continued, replaced, expanded or discontinued by the Board of Directors from time to time.

Prepared by: Wayne N. Smith, 2401 Ardson Place, Tampa, Fl. 33629



HOWELL PARK CONDOMINIUM ASSOCIATION

2401-07 ARDSON PLACE • CORNER BAYSHORE BOULEVARD

TAMPA, FLORIDA 33629 - 7331

TELEPHONE • 251-0575

INSTR # 98350123  
OR BK 09346 PG 0621  
RECORDED 11/23/98 11:03 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK K Lapeer

HURRICANE SHUTTER RESOLUTION

WHEREAS, under F.S. 718.113(5), the Association shall adopt hurricane shutter specifications that shall include color, style and other factors deemed relevant by the Board.

John Rosenberg moved and Carl Brannan seconded the following motion which was introduced at a duly called meeting of the Board of Directors.

BE IT RESOLVED:

GENERAL

Hurricane Shutters are prohibited, except as may be approved by the Board in accordance with these requirements, rules and regulations.

In this Resolution the use of the reference "Association" means Howell Park Condominium Association, Inc.

DEFINITION

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain, wind damage or damage from physical objects or projectiles carried by wind or storm.

INSTALLATION REQUEST

1. Unit Owners desiring installation of Hurricane Shutters on their unit shall apply to the Association by completing an Application for Approval to Proceed With Installation of Hurricane Shutters attached hereto as Exhibit A.
2. The application shall be accompanied by the following items regarding the installing contractor, if there is not a valid copy of each currently on file with the Association: a copy of an Occupational License and a Certificate of Competency or Contractors License valid in this municipality, and a set of drawings from a Florida Licensed Engineer certifying that the product complies with all the requirements and specifications of the Building Code of the State of Florida, the City of Tampa, and those adopted by the Howell Park Condominium Association regarding Hurricane Shutters.
3. Within twenty (20) days subsequent to receipt of the written request and accompanying documentation, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutters.

## INSURANCE REQUIREMENTS

1. No contractor shall begin work or install material unless contractor has obtained and submitted to Howell Park:
  - 1) Public Liability Insurance, including completed operations, in an amount not less than \$1,000,000,
  - 2) complied with Florida Worker's Compensation Insurance, and
  - 3) Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$500,000.Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association as an additional insured.
2. All insurance policies shall contain a clause requiring a minimum of ten (10) days prior notification to the Association in the event such policy is to be cancelled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter installation shall be approved unless and until appropriate certificates of insurance are received by the Association from the Insurance Agent of the Installing Contractor naming the Association on the certificate.

## UNIT OWNER RESPONSIBILITIES

1. Unit Owner assumes all responsibility and all costs for obtaining all necessary Building Permits. Unit Owner is also responsible for adherence and compliance to the Building Code of the State of Florida, the City of Tampa, and those adopted by the Howell Park Condominium Association regarding Hurricane Shutters
2. Unit Owner agrees to construct and maintain the Hurricane Shutter referred to herein in a first-class manner. If Unit Owner fails to maintain the Hurricane Shutters as required herein, after fifteen (15) days written notice from the Association to the Unit Owner, Association shall have the right to perform, or have performed any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Unit Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall be forecloseable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of

- condominium assessments.
3. Unit Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of, or because of, the construction, installation and maintenance of the Hurricane Shutters.
  4. Unit Owner agrees to be responsible for any damage to persons and property, the Common Elements or other units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein. Unit Owner shall obtain and file with the Association an insurance policy covering the herein obligations in the amount of not less than \$100,000 Dollars.
  5. It is expressly understood and agreed by the Unit Owner that all the above responsibilities shall be binding upon Unit Owner and his heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or any instrument affecting title of the aforesaid condominium unit and that this instrument shall be recorded in the Public Records of Hillsborough County, Florida.

ADOPTED by the Board of Directors of Howell Park Condominium Association, Inc., Hillsborough County, Florida, this 25th day of January, 1993.

Corporate Seal:

Howell Park Condominium  
Association, Inc.

Date: 1-28-93 By: \_\_\_\_\_

*[Signature]*  
President

Date: 1/28/93 By: \_\_\_\_\_

*[Signature]*  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally  
appeared Peter Kourmolis and  
Mary Nell Ward, President and  
Secretary respectively and they severally acknowledged  
before me that they freely and voluntarily executed the  
same. They are personally known to me or have produced  
(type of identification) Personally known  
as identification and did take an oath.

Witness my hand and official seal this 28<sup>th</sup> day of  
JANUARY, 1993.



**KATHERINE A. SMITH**  
MY COMMISSION # CC 159202 EXPIRES  
November 11, 1995  
BONDED THRU TROY FAIR INSURANCE, INC.

My Commission Expires:

*Katherine A. Smith*  
Notary Public

KATHERINE SMITH  
Printed Name

TECHNICAL SPECIFICATIONS  
FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction used, which is incorporated into or part of the Hurricane Shutter shall conform, in all respects, to all of the requirements and specifications of the Building Code of the State of Florida, the City of Tampa, and those adopted by the Howell Park Condominium Association, Inc. regarding Hurricane Shutters.
2. No Hurricane Shutter shall be permitted or approved, unless it is determined that the product has been tested by a Florida Licensed Engineer and certified that the Hurricane Shutters meet or exceed the wind load requirements of construction established by the Building Code of the State of Florida and the City of Tampa regarding Hurricane Shutter wind load requirements.
3. No Hurricane Shutter shall be permitted or approved, unless the materials used in, incorporated into or a part of the Hurricane Shutter shall be, at a minimum, as follows:
  - A. A Roll Down Type of Shutter
  - B. The slats will be made of impact resistant PVC. The slats will be curved, 3-rib with a stiffener reinforcement provided a minimum of every three (3) slats. The slats will have a nominal height of 2.1 inches.
  - C. The hood will be a six-sided shutter cover measuring 10 inches high and 10 inches wide made of smooth/textured aluminum.
  - D. The tracks will be made of aluminum.
  - E. All exposed surfaces, including but not limited to the slats, the hood, tracks, reinforcing bars, etc., will be beige in color as per sample marked Exhibit "A". All painted surfaces shall be factory finished.
4. Installation:
  - A. All shutters will be installed on the exterior of the building. This includes all windows and balconies.
5. Fastener/Attachment Specifications:
  - A. Fasteners are to have holes drilled into the stucco/concrete rather than use percussion devices to avoid cracking the stucco underneath the waterproofing membrane.
6. Other Specifications:
  - A. When caulking the installation to the wall surface, only urethane caulks will be used. Silicone caulks will not be used. All openings through the wall will be sealed with urethane caulks.

- B. Upon completion of the installation, an inspection by the waterproofing company, Shield Coatings, Inc. will be required to insure that the integrity of the waterproofing membrane has not been compromised by the Hurricane Shutter Installation. The Unit Owner will assume all costs associated with this inspection and any subsequent remedial action taken to insure the integrity of the waterproofing membrane.

7. Drawings:

- A. Contractor will provide a set of drawings detailing the materials, technical specifications and method of installation designed specifically for Howell Park Condominium Association, Inc.
- B. The set of drawings will be certified by a Florida Licensed Engineer that the product and installation complies with and meets or exceeds all the requirements and specifications contained in the Building Code of the State of Florida, the City of Tampa, and those adopted by the Howell Park Condominium Association, Inc.

Prepared by: Wayne Smith  
2401 Ardson Place  
Tampa, FL 33629-7331

OWNER'S  
APPLICATION FOR  
APPROVAL TO PROCEED WITH INSTALLATION  
OF HURRICANE SHUTTERS

SUBJECT: Application for Approval to Proceed for  
Installation of Hurricane Shutters. For this Application to  
be considered, this form must be completed and submitted with  
all required exhibits.

FROM: NAME \_\_\_\_\_  
UNIT # \_\_\_\_\_ BUILDING \_\_\_\_\_

IT is requested that I (we) be permitted to install  
Hurricane Shutters, for the subject unit, according to  
the Association Board of Directors' Resolution  
"Hurricane Shutter Specifications" of  
January 25, 1993, and is filed in Book \_\_\_\_\_, Page  
\_\_\_\_\_, in the official records of Hillsborough County.

I (We) acknowledge, understand and agree to abide  
by the above resolution and will make the installing  
contractor aware of the same. I (We) understand and  
agree that I (We) am responsible for the maintenance,  
repair, and replacement of the installed Hurricane  
Shutters.

Date \_\_\_\_\_  
Unit Owner Signature \_\_\_\_\_

Date \_\_\_\_\_  
Unit Owner Signature \_\_\_\_\_

Date Received \_\_\_\_\_

CONTRACTOR'S  
APPLICATION FOR  
APPROVAL TO PROCEED WITH INSTALLATION  
OF HURRICANE SHUTTERS

SUBJECT: Application for Approval to Proceed for  
Installation of Hurricane Shutters. For this Application to  
be considered, this form must be completed and submitted with  
all required exhibits.

RE: NAME \_\_\_\_\_  
UNIT # \_\_\_\_\_ BUILDING \_\_\_\_\_

It is requested that I (we) be permitted to install  
Hurricane Shutters, for the subject unit, according to  
the Association Board of Directors' Resolution  
"Hurricane Shutter Specifications" of January 25, 1993,  
and is filed in Book \_\_\_\_\_, Page \_\_\_\_\_, in the  
official records of Hillsborough County.

I (We) acknowledge, understand and agree to abide  
the above resolution.

Date \_\_\_\_\_  
Authorized Representative for  
Contractor

Date Received \_\_\_\_\_



CONDOMINIUM ASSOCIATION  
APPROVAL TO PROCEED  
WITH INSTALLATION OF HURRICANE SHUTTERS

TO: \_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Unit Address

SUBJECT: Approval to Install Hurricane Shutters for Unit  
Number \_\_\_\_\_, Building \_\_\_\_\_

THE ATTACHED APPLICATION TO PROCEED WAS:

APPROVED \_\_\_\_\_  
Date

DISAPPROVED \_\_\_\_\_  
Date

COMMENTS:

Howell Park Condominium  
Association, Inc.

\_\_\_\_\_  
Manager

Prepared by: Wayne Smith, 2401 Ardson Place, Tampa, FL 33629-7331

# HOWELL PARK CONDOMINIUM ASSOCIATION

2401-07 Ardson Place ~ Corner Bayshore Boulevard

Tampa, FL 33629

Telephone ~ 813-251-0575

Fax ~ 813-251-2288

A condominium according to the Public Records of Hillsborough County, Florida recorded in:

Declaration of Condominium - Official Record Book 2610, pages 369-390;

Articles of Incorporation - Official Record Book 2610, pages 391-398;

By-Laws - Official Record Book 2610, pages 399- 406

Pursuant to the Florida DPBR requirement that the fire sprinkler requirement listed below applies to all residential condominiums unless condominium associations hold an opt out vote prior to the upcoming December 31, 2016 deadline for high-rise condominiums to avoid this requirement.

Florida Statute section 718.112 (2)(l). This section of Florida law provides, in relevant part that, *"notwithstanding chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, an association, residential condominium, or unit owner is not obligated to retrofit the common elements, association property, or units of a residential condominium with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity if the unit owners have voted to forego such retrofitting by the affirmative vote of a majority of all voting interests in the affected condominium. The local authority having jurisdiction may not require completion of retrofitting with a fire sprinkler system before January 1, 2020. By December 31, 2016, a residential condominium association that is not in compliance with the requirements for a fire sprinkler system and has not voted to forego retrofitting of such a system must initiate an application for a building permit for the required installation with the local government having jurisdiction demonstrating that the association will become compliant by December 31, 2019."*

At a duly held meeting on December 5, 2016 at 7:00 p.m., the membership voted on whether to opt out of the DPBR requirement that all residential condominiums retrofit their buildings with fire sprinklers per Florida Statutes 718.112(2)(l). Of the 56 total members, 44 members voted on these matters.

Fire sprinkler opt-out vote per Florida DPBR requirement: The membership has voted to forego the retrofit of the buildings with fire sprinklers by a vote of 42 for and 2 against.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Association this 15 day of December, 2016.

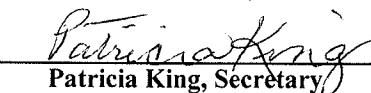
Howell Park Condominium Association, Inc.

By



William Crowder, President


By



Patricia King, Secretary

## STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15 day of December, 2016 by William Crowder, President and Patricia King, Secretary of Howell Park Condominium Association, Inc. a Florida Corporation Not For Profit, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

  
Notary Public  
KATHERINE A. SMITH

Prepared by and Hold for:  
R. Carlton Ward, Esq.  
Richards, Gilkey, Fite,  
Slaughter, Pratesi & Ward, P.A.  
1253 Park Street  
Clearwater, FL 33756

INSTRUMENT#: 2016505984, O BK 24626  
PG 1017-1017 12/29/2016 at 09:10:20 AM.  
DEPUTY CLERK: MPEDRERO Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR  
HOWELL PARK CONDOMINIUM**

The undersigned hereby certifies that the hereinafter described amendment to the Declaration of Condominium of Howell Park, a Condominium recorded in O.R. Book 2610, Page 369, as corrected in O.R. Book 2755, page 545 of the Public Records of Hillsborough County, Florida (the "Declaration") was duly approved as required at a meeting of the membership of the Association held on the 5<sup>th</sup> day of DECEMBER, 2016.

**RECITALS**

1. Article 11 is hereby amended by the addition of paragraph 11.8 Maximum number of Leases as follows:

2.

11.8. MAXIMUM NUMBER OF LEASES. Notwithstanding anything herein to the contrary, there shall be a no more than six units leased at any given time. In determining the number of leases, the renewal or extension of a lease to the same tenant shall not constitute a new lease. The Association shall keep a record of all units that have been leased. This provision shall only apply to unit owners who acquire title to their unit after the date of recordation of this amendment. Unit owners, who acquire title to their unit after the date of recordation of this amendment, will have a two (2) year waiting period before being able to lease their unit unless title was acquired as a result of inheritance.

IN WITNESS WHEREOF, this amendment is executed this 8<sup>th</sup> day of DECEMBER, 2016.

Signed in the presence of:




Print Name: WILLIAM CROWDER



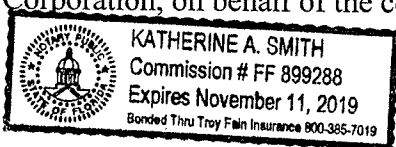
Print Name: RONALD F. TAYLOR

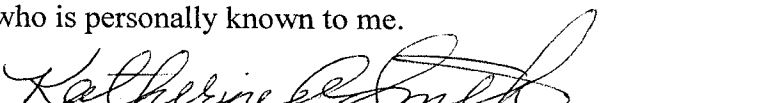
Howell Park Condominium Association,  
Florida Not for Profit Corporation

By:   
William Crowder, its President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 8<sup>th</sup> day of DECEMBER, 2016 by William Crowder, as President of Howell Park Condominium Association, Inc., a Florida Not for Profit Corporation, on behalf of the corporation, who is personally known to me.



  
Notary Public/My Commission Expires: 11-11-2019  
KATHERINE A. SMITH

INSTRUMENT #: 2023151059  
04/10/2023 at 04:12:24 PM  
Deputy Clerk: ADANIEL  
Cindy Stuart, Clerk of the Circuit  
Court Hillsborough County

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

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR**

**HOWELL PARK CONDOMINIUM, ARDSON PLACE, TAMPA, FLORIDA**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on APRIL 5, 2023, by an affirmative vote of seventy-five percent (75%) of the entire membership, the Declaration of Condominium for Howell Park Condominium, Ardson Place, Tampa, Florida, originally recorded in O.R. Book 2610, Page 369, et seq., in the Public Records of Hillsborough County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium for Howell Park Condominium, Ardson Place, Tampa, Florida, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium for Howell Park Condominium, Ardson Place, Tampa, Florida".

IN WITNESS WHEREOF, Howell Park Condominium Association, Inc.. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10 day of APRIL, 2023.

HOWELL PARK CONDOMINIUM  
ASSOCIATION, INC.

(Corporate Seal)

By:

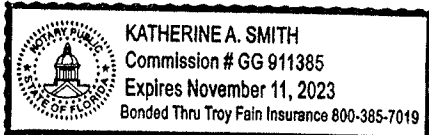
Craig Waterstraat  
CRAIG WATERSTRAAT President  
Printed Name

ATTEST:

Mary Estes  
MARY ESTES, Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 10 day of APRIL, 2023, personally appeared before me CRAIG WATERSTRAAT, as President, and MARY ESTES, as Secretary of HOWELL PARK CONDOMINIUM ASSOCIATION, INC., who are personally known to me or who have produced \_\_\_\_\_ as identification and who did take an oath.



Katherine A. Smith  
NOTARY PUBLIC  
KATHERINE A. SMITH

**EXHIBIT "A"**  
**SCHEDULE OF AMENDMENTS**  
**TO THE**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**HOWELL PARK CONDOMINIUM, ARDSON PLACE, TAMPA, FLORIDA**

**ADDITIONS INDICATED BY UNDERLINE**  
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**

1. Section 3, Development Plan, Subsection 3.6, Limited Common Elements, of the Declaration of Condominium, shall be amended to add an entirely new subsection which shall read as follows:

(c) Apertures: All apertures within an external, boundary wall of a unit, including all parts thereof such as frame, hardware (including hinges, rollers, and other operating equipment), screens, glass and weather-stripping, shall be deemed limited common elements of the units exclusively served thereby and the owners of such units shall be solely responsible for the maintenance, repair and replacement thereof. The owners of those units having storm or hurricane shutters on their balconies and/or windows shall be responsible for all repairs, maintenance, removal, or replacement of such shutters. Any glass structures located within a wall which bounds a Unit, whether sliding, hinged, paneled or fixed, including all parts thereof, such as framing, trim, hardware (including hinges, rollers, and other operating equipment), screens and glass and weather-stripping shall be deemed limited common elements of the units exclusively served thereby and the owners of such units shall be solely responsible for the maintenance, repair and replacement thereof. A unit owner may not replace any exterior window or door of a unit unless approval thereof first be given by the Board of Directors.

2. Section 5, Maintenance, Alteration and Improvement, Subsection 5.1(a), By the Association, of the Declaration of Condominium, shall be amended to read as follows:

(a) By the Association: The Association shall maintain, repair, and replace at the Association's expense:

...

(4) The Association shall be responsible for cleaning the exterior surface glass of the windows, as well as the caulking.

3. Section 5, Maintenance, Alteration and Improvement, Subsection 5.1(b), By Apartment Owner, of the Declaration of Condominium, shall be amended to read as follows:

(b) By Apartment Owner: The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, by the Association.

**EXHIBIT "A"**

(2) To maintain, repair and replace at his expense the air conditioning and heating equipment serving his apartment and all appliances and fixtures located in his apartment. It shall also be the responsibility of the Apartment Owner to maintain, repair, and replace at his expense all limited common elements contain within apertures, including, but not limited to, windows, doors, and sliding glass doors, serving only their unit.

...

**EXHIBIT "A"**