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is Instrument Prepared by:
G. Penfield Jennings of
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1960 Bayshore Blvd.
Dunedin, Fla. 33528

DECLARATION OF CONDOMINIUM
OF
SEMINOLE SQUARE APARTMENTS NO. II, A CONDOMINIUM

JOHN J. MARK, joined by his wife, CATHERINE A. MARK, herein called "OWNERS" on behalf of themselves, their heirs, administrators, executors, successors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes 1963, as amended, known as the Condominium Act.

WHEREAS, OWNERS are all of the Owners in fee simple of certain Real Property hereinafter described; and

WHEREAS, OWNERS desire to submit said Real Property, together with all improvements and related facilities constructed thereon to Condominium ownership pursuant to Chapter 711, Florida Statutes 1963, as amended;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP - The following described Real Property, hereinafter referred to as "CONDOMINIUM PROPERTY" is hereby submitted to condominium ownership:

From the NW corner of the SE $\frac{1}{4}$ of Section 28, Twp. 30 South, Range 15 East, Pinellas County, Florida, run thence S 88°40'38" E, along the East and West center-line of said Section 28, 331.49 feet; thence S 0°19'09" W, 50.01 feet to the Southerly right of way line of State Road 694 (78th Avenue North); thence S 88°40'38" E, along the Southerly right of way of State Road 694 (78th Avenue North) 260.04 feet; thence S 0°19'09" W, 225.00 feet for a P.O.B.; thence continue S 0°19'09" W, 120.32 feet; thence S 88°40'38" E, 346.00 feet; thence N 0°19'09" E, 120.32 feet; thence N 88°40'38" W, 346.00 feet to the P.O.B.

RECORDED
PINELLAS COUNTY FLORIDA
Aug 23 4 47 PM '73
CLERK CHRISTINE CHIFFE

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together with improvements constructed thereon, the same being in Pinellas County, Florida, owned by OWNERS, and after the date of the recording of this Declaration shall be subject to the condominium form of ownership according to the terms of this Declaration.

2. CONDOMINIUM NAME - This Condominium shall be known as SEMINOLE SQUARE APARTMENTS NO. II, A CONDOMINIUM.

3. CONDOMINIUM ASSOCIATION NAME - The name of the Condominium Association herein formed shall be SEMINOLE SQUARE APARTMENTS NO. II ASSOCIATION. This Association shall exist without incorporation as a legal entity pursuant to Chapter 711, Laws of Florida, 1963, Section 12, as amended. The Association shall have all of the powers and duties set forth in the said

IRD AND JENNINGS
ATTORNEYS AT LAW
DUNEDIN, FLA. 33528

(Plat pertaining hereto recorded in Plat Book 15, Page 25, of the public records of Pinellas County, Florida.)

RESOLUTION AMENDING THE DECLARATION OF CONDOMINIUM
OF SEMINOLE SQUARE APARTMENTS NO. 2, A CONDOMINIUM

1. RESOLVED, THAT, Paragraph 12(A) of the Declaration of Condominium, which currently reads as follows:

"A. Age Restriction of Permanent Residents. Notwithstanding any covenant, restriction or rule which may state otherwise, no Apartment shall be occupied by any permanent resident who shall be under sixty-two (62) years of age; provided, however, that any person who shall be properly residing in an Apartment as of the effective date of this Paragraph shall be permitted to continue to occupy said Apartment, and such continued occupancy shall not be considered a violation of this Section."

is hereby deleted in its entirety and in its place and stead the following is substituted:

"A. Occupancy of Unit

The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, provides that communities cannot reject families with children younger than eighteen (18) years of age. However, the Fair Housing Act provides that a community is exempt from this requirement if (a) at least eighty percent (80%) of the apartments are occupied by at least one (1) person fifty-five (55) years of age or older per apartment; (b) significant facilities and services specifically designed to meet the physical or social needs of older persons are available in the community; and (c) the publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, the Association intends that the Condominium will be a community which falls within this exemption to the Fair Housing Act. Therefore, for so long as such provisions of the Fair Housing Act are in effect, (i) at least one (1) occupant in each Apartment must be at least fifty-five (55) years of age or older, except as hereinafter set forth; (ii) the Association must provide for or arrange for the provision of significant facilities within the Condominium Property and services within the Condominium specifically designed to meet the physical or social needs of older persons as contemplated by the Fair Housing Act and the regulations promulgated thereunder in order to satisfy the Requirements for Exemption; and (iii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older. The Board of Governors, upon application by an Apartment Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow an Apartment to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board of Governors shall determine. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board of Governors shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent (20%) of the Apartments in the Condominium will be occupied only by individuals under the age of fifty-five (55). It shall be the responsibility of the Board of Governors to monitor the percentage of Apartments with occupants all of whom are under the age of fifty-five (55) to insure that the Board of Governors does not permit more than twenty percent (20%) of the Apartments in the Condominium to be occupied only by persons under the age of fifty-five (55). In the event there is a change in the occupants of the

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Apartment (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Apartment Owner must immediately notify the Association of said change in writing. The Board of Governors shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of Paragraph 12(B) hereof limiting the number of days that children under the age of eighteen (18) may stay in an Apartment are enforceable."

2. RESOLVED, THAT, the following be added as Paragraph 12(B) of the Declaration of Condominium:

"B. Age Restriction. No person under the age of eighteen (18) years of age shall be allowed to occupy an Apartment for more than 14 days per calendar year."

DATED: 9-30-91

SEMINOLE SQUARE APARTMENTS
NO. 2 ASSOCIATION

By: Harry Plummer
President

Attest: Jean Stelens
Secretary

Condominium Act, except as limited by this Declaration and By-Laws, and shall have all of the powers and duties reasonably necessary to operate this Condominium. The power of this Association to purchase an apartment of the Condominium shall be unlimited. The operation of this Association shall be governed by the By-Laws attached hereto as Exhibit "B", and incorporated herein by reference.

4. DEFINITIONS - Terms used herein are defined as follows:

A. Apartment - That part of the apartment building capable of independent use as described on a Surveyor's plans as "Apartment", followed by an identifying number, shall include that part of the building which lies within the boundaries of such apartment, which are as follows:

1) Upper and Lower Boundaries - The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a) The upper boundaries shall be the horizontal plane of the undecorated finished ceiling.

b) The lower boundaries shall be the horizontal plane of the undecorated finished floors.

2) Perimetrical Boundaries - The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding each apartment, extended to the intersections with each other and with the upper and lower boundaries. Such boundaries shall include the balcony of any apartment containing the same, and shall also include all exterior doors, windows, their frames and glass.

3) Air Conditioning Unit - The air conditioning unit serving each Apartment or Condominium Unit herein, together with all piping, electrical and other connections thereto, and wheresoever located or contained, shall be considered as a part of the individual Condominium Unit or Apartment serviced thereby.

B. Assessment - An apartment owner's pro rata share of the common expenses necessary for the maintenance and management of this Condominium.

C. Common Elements - Means that portion of the Condominium property not included in the apartments, and includes within its meaning, but is not limited to, the following items:

1) The land on which the improvements are located and any other land included in the Condominium property, whether or not contiguous.

2) All parts of the improvements which are not included within the apartment.

3) Easements through apartments for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to apartments and the common elements.

4) An easement for support in every portion of an apartment which contributes to the support of a building.

5) Installations for the furnishing of utility service to more than one apartment, or to the common elements, or to an apartment other than the apartment containing the installation.

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6) The property and installations in connection therewith required for the furnishing of services to more than one apartment, or to the common elements.

7) The tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

D. Common Expenses - Common expenses include expenses of the operation, maintenance, repair or replacement of the common elements, structural parts of the building, such as outside walls, floors and ceiling slabs which are included within the boundaries of the apartment, costs of carrying out the powers and duties of the Association, special assessments, management costs and fees. Expenses which are declared common expenses by the provisions of this Declaration of Condominium, or the By-Laws, or any valid charge against the Condominium property as a whole, including, but are not limited to, utilities, such as water, sewer, garbage collection, exterior electric service, elevator maintenance contracts, and management corporation costs and fees.

E. Common Surplus - Means the excess of all receipts of the Association over and above the amount of common expenses.

F. Condominium Property - Means the land in the Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium, excepting only washing machines, dryers, and electrical equipment located in the laundry and electrical rooms, as designated in said buildings, vending machines, pay phones, and all other coin operated convenience and communication equipment.

G. Condominium Parcel - Condominium parcel means a unit or apartment, together with the undivided share in the common elements which are appurtenant to the apartment.

5. IDENTIFICATION AND PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO EACH UNIT - The Condominium apartments and all other improvements constructed on the Condominium property are set forth in detail in the plans, specifications, engineer's final survey, maps and plats, which are attached hereto and made a part hereof, marked Exhibit "A". Each Condominium Apartment is described in said documents in such a manner that there can be determined therefrom the identification, location, dimensions and size of such apartment, as well as of the common elements appurtenant thereto, as verified by the Engineer's and Surveyor's Certificate attached hereto and made a part hereof marked Exhibit "A".

Each condominium Apartment is identified by a number as shown on said documents attached hereto as Exhibit "A", so that no apartment bears the same designation as does any other apartment.

The undivided shares, stated as percentages, in the common elements appurtenant to each of the apartments are as follows:

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>
101	.036
102	.031
103	.034
104	.034
105	.030
106	.030
107	.030
108	.034
109	.034
110	.037
201	.037
202	.031
203	.034
204	.034
205	.030
206	.030
207	.034
208	.034
209	.034
210	.037
301	.037
302	.031
303	.034
304	.034
305	.030
306	.030
307	.034
308	.034
309	.034
310	.037

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6. OWNERS APARTMENTS AND OTHER PRIVILEGES - The original owners who have executed this Declaration of Condominium, their heirs, executors, administrators, successors and assigns, are irrevocably empowered, notwithstanding this Declaration of Condominium, Restrictions, Rules and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sub-lease, encumber, rent or otherwise dispose of, any interest they may have in and to any apartments to any person or corporations approved by them. They shall have the right to transact on the Condominium property any business necessary to consummate the sale or lease of Condominium Parcels, including but not limited to, the right to maintain models, have signs, employees in the office, use the common elements, and to show apartments. A sales office, signs and all items pertaining to sales, shall not be considered common elements. In the event there are unsold Condominium Parcels, the Owners are hereby vested with the right to be the owners thereof, under the same terms and conditions as other owners, and shall have the right to sell, rent, lease or sublease, as hereinabove set forth.

7. MAINTENANCE - The responsibility for the maintenance of the Condominium property shall be as follows:

A. By the 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 portion to be

5 maintained, repaired and replaced by the Association, which said owner's responsibility shall include but not be limited to the air conditioning unit serving his individual apartment, and which such maintenance, repairs and replacements shall be done without disturbing the rights of other Apartment owners.

2) Not to paint, decorate, or otherwise change the appearance, or any portion of the appearance, of the exterior of the apartment building.

3) To promptly report to the Association or Management Company, any defect, or need for repair or maintenance, for which the Association is responsible.

B. By the Management Corporation or Association -

The Association, except in the event a contract is entered into with a management corporation as provided under the powers of delegation contained in paragraph 9, sub-paragraph "A" hereof, then, and in such event, the management corporation, or association shall, from the common expense monies received monthly and from additional assessments:

Operate, maintain, manage, repair or replace, all portions of an apartment (except interior surfaces, exterior air conditioning compressors and equipment and window glass) contributing to the support of the apartment building, which portion shall include, but not be limited to, the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling concrete slab, load bearing columns and load bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association, and all such facilities contained within an apartment that services part or parts of the Condominium other than the apartment within which contained.

Collect all monthly management fees due from Members, all sums due from users of garage spaces and from users or lessees of other non-dwelling facilities in the Condominium; also, all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium.

Cause the buildings, appurtenances and grounds of the Condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary.

Make Contracts for sewer, water, exterior lights, garbage collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium.

Cause to be placed and kept in force necessary insurance needed to adequately protect the Association, its members and mortgagees holding mortgages covering Condominium parcels, as their respective interest may appear, including, but not limited to public liability insurance, fire and extended coverage insurance as is more particularly set forth in this Declaration of Condominium.

Funds for the payment of the above and foregoing shall be assessed against the Condominium parcel owners as a common expense. In the event that no management contract is entered upon or outstanding, then the Association shall perform

these services.

8. ASSESSMENTS - Assessments for the common expenses against the Condominium parcel owners shall be made by the Board of Governors of the Association, or its delegate, or the Management Corporation if the duties and powers are contracted to such Management Corporation by the Association, and paid by the Apartment Owners to the Association, or the Management Corporation, in accordance with the following provisions.

A. Share of Expenses - Each Condominium Parcel Owner shall be responsible for the common expenses and any common surplus shall be owned by such Condominium Parcel Owner according to the following percentages:

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>
101	.036
102	.031
103	.034
104	.034
105	.030
106	.030
107	.030
108	.034
109	.034
110	.037
201	.037
202	.031
203	.034
204	.034
205	.030
206	.030
207	.034
208	.034
209	.034
210	.037
301	.037
302	.031
303	.034
304	.034
305	.030
306	.030
307	.034
308	.034
309	.034
310	.037

B. Additional Assessments - The Condominium Association or its delegate is hereby vested with the authority to levy additional assessments from time to time as may be necessary for the management, operation, maintenance, repair or replacement of the common elements. These additional assessments shall be paid by the Condominium Parcel Owners to the Association or the Management Corporation in the proportions set forth in sub-paragraph A above.

C. Assessments for Liens and Taxes - All liens of any nature, including taxes and special assessments levied by governmental authorities, which are a lien upon more than one

Condominium Parcel or upon any portion of the common elements shall be paid by the Association as a common expense, and shall be assessed against the Condominium Parcels in the pro-rata share set out in sub-paragraph A above, except that any lien which pertains to a distinct individual Condominium Parcel or Parcels shall be assessed directly to the Condominium Parcel and its Owner.

D. Late Charge Assessment for Unpaid Maintenance

Fees - In the event a Condominium Parcel Owner shall fail to pay the maintenance fees collectible by the Condominium Association or a Management Corporation within fifteen (15) days from the date upon which the same shall become due and payable, then and in such event, the Condominium Association or its Management Corporation or other delegate, is hereby vested with the authority to levy a late charge assessment against such defaulting owner, and collect the same as provided for the collection of assessments herein. Such assessment shall not exceed the sum of \$1.00 for each day said default shall occur beyond the fifteen (15) day grace period provided for herein.

E. Liability for Assessments - Each Condominium Parcel

Owner shall be responsible for all assessments levied upon his separate Condominium Parcel, including the percentage as set forth in sub-paragraph A above, of the common expenses incurred in the management of the Condominium property and the common elements. All unpaid assessments shall bear interest at the rate of eight percent (8%) per annum from the due date until the date of payment. The Condominium Association or its delegate or the Management Corporation, shall have a lien upon each Condominium Parcel for unpaid assessments and interest, which shall be effective after recording in the Public Records of Pinellas County, Florida, a proper claim of lien in the name of the Association or its delegate. Said claim of lien shall state the amount due, the date when due, a description of the Condominium Parcel, and the name of the record owner. This lien shall secure reasonable attorneys' fees and costs incurred in the collection of the delinquent assessment and for the enforcement of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association, or its delegate, or the Management Corporation, if such powers of the said Association are vested in the Management Corporation by virtue of agreement, in like manner of a foreclosure of a mortgage on real property.

9. ADMINISTRATION - The administration and management of the Condominium property, including but not limited to, the acts required of the Association by this Declaration of Condominium, the maintenance, repair and operation of the common elements, the entering into of contracts on behalf of and for the benefit of the Condominium property, shall be the responsibility of the Association.

A. Power to Delegate Authority - The Association is hereby vested with power to delegate its powers, duties and authority by entering into a Management Contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Governors may elect. Management costs and fees as may be contained in any Management Contract shall be a common expense.

B. Governing Provisions - The Association shall be governed by the following provisions:

1) The By-Laws of the Association - Exhibit "B" attached hereto and made a part hereof, sets forth the By-Laws by which the Association shall be governed, and the By-Laws may be amended in accordance with the provisions of this Declaration of Condominium.

2) Rules and Regulations - Exhibit "C" attached hereto and made a part hereof sets out the existing Rules and Regulations, which may be amended or modified from time to time by the Association or its delegate, provided that said Rules and Regulations need not be recorded as an amendment to the Condominium documents, but the same shall be construed and enforced as a provision of this Declaration.

C. Liability - Notwithstanding the duty of the Association to maintain and repair the common elements, the Association, or its delegate or the Management Corporation, shall not be liable for injury or damage caused by any latent condition of the property, nor for injury or damage caused by the Apartment Owners or other persons.

10. INSURANCE - All insurance policies, except title insurance upon the common elements, shall be purchased by the Association for the benefit of the Condominium Parcel Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of mortgagee endorsements to the holders of first mortgages upon the Condominium Parcel or Parcels, and, if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual Condominium Parcel Owners, the Association, or its delegate. Such policies and endorsements shall be held by the Association or its delegate, or the Management Corporation.

A. Additional Insurance - Each Condominium Parcel Owner may obtain additional insurance at his own expense, affording coverage upon his apartment, personal property, and for his personal tort liability for the interior of his Apartment.

B. Condominium Property Coverage - The Association, or its delegate, shall keep insured the Condominium Property in a good and responsible insurance company, or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire or other casualty, in a sum not less than eighty percent (80%) of the insurable replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand Dollars (\$1,000.00) deduction shall be deemed satisfactory.

All policies issued and renewals thereof on said Condominium Property, and all improvements to the amount of eighty percent (80%) of the insurable or replacement value thereof, as aforesaid, are to be assigned to, and in case of loss, be made payable to the various persons and corporations having an interest therein.

In the event any Condominium Parcel shall be damaged or destroyed by fire, or other insured casualty, the Association or Management Corporation shall cause to be commenced within six (6) months from the date of the payment of damages by the insurer and completed within a reasonable time, the repair, restoration or rebuilding of the building, or improvements so damaged or destroyed, with a building or improvements substantially in conformity with the original building or improvements.

The building or portion involved shall be repaired to a condition as comparable as possible to their condition just prior to the damage. In the event of destruction in excess of fifty percent (50%) of the permanent building contained within the Condominium property and all persons entitled to vote on Amendments to the Declaration of Condominium and By-Laws shall elect not to reconstruct, then the proceeds of said fire or extended coverage insurance shall be disbursed to the various owners of the various leasehold estates of said Condominium Parcels as a common surplus.

The amount of damage incurred by each Condominium Parcel shall be determined by the adjustment established by the insurance company. Said adjustment shall be made on a re-construction or replacement cost basis.

C. Liability Insurance - The Association or its delegate shall maintain a general liability policy in a mutual or stock company, licensed to do business in the State of Florida and non-assessable, insuring the various persons and corporations having an interest in any part or all of the Condominium property, affording a protection to the limit of \$100,000.00, in the event of death or injury in any one accident; and to the limit of \$10,000.00 in the event of damage to any property. Policies subject to \$100.00 deduction shall be deemed satisfactory. Said liability insurance policy shall not apply or afford protection to any such individual person or persons, or corporation, on liability arising out of such portions of the Condominium property of which such individual, person or corporation has exclusive possession, and to which the common access is denied to other members of the Condominium or general public.

D. Reconstruction or Repair of Casualty Damage Within An Apartment - Where casualty damage occurs within the boundaries of an Apartment which the Apartment Owner has the responsibility to maintain, the Owner or Owners of the Apartment or Apartments damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair; provided, however, that in the event said Owner or Owners fail to repair the damage, the Association or its delegate may pay for the repairs and assess the cost therefor against them, and the same shall be a lien against the Condominium Parcel in the same manner as other liens and assessments.

11. REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ON CONDOMINIUM PARCELS - Real Property taxes and special assessments shall be assessed and collected on the separate Condominium Parcels and not on the Condominium property as a whole.

12. USE RESTRICTIONS - Subject to the provisions of paragraph 6 above, the Condominium property shall be used only for single family residences. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of an annoyance to residents, or which interferes with the peaceful possession of the other Condominium Parcel Owners. Reasonable Rules and Regulations, as hereinabove provided concerning the use of the Condominium property, may be made and amended from time to time by the Association or its delegate. No Apartment may be divided or subdivided into a smaller unit, nor may any portion of a parcel be sold or otherwise transferred, without first amending this Declaration of Condominium to show the change in the Apartments to be affected.

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 13. MAINTENANCE OF COMMUNITY INTEREST - In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Apartments, the transfer of Apartments by any Owner of a leasehold estate shall be subject to the following provisions as long as the Condominium exists, which provisions each Apartment Owner covenants to observe:

A. Transfers Subject to Approval

1) Sale or Assignment of Leasehold - No apartment owner may dispose of an Apartment or any interest therein without approval of the Association, except to another Apartment Owner.

2) Gift - If any Apartment Owner shall acquire his Apartment by gift, the continuance of this ownership of such Apartment shall be subject to the approval of the Association.

3) Devise or Inheritance - If an Apartment Owner shall acquire his Apartment by devise or inheritance, the continuance of his ownership of such Apartment shall be subject to the approval of the Association.

4) Other Transfers - If an Apartment Owner shall acquire his Apartment by any manner not considered in the foregoing sub-sections, the continuance of his ownership of such Apartment shall be subject to the approval of the Association, except for Apartments held in joint tenancy, estate by the entirety, or tenants in common.

B. Approval by Association - Approval of the Association that is required for the transfer of ownership of Apartments shall be by majority vote of the Board of Governors, and shall be obtained in the following manner:

1) Notice to Association -

a) Sale or Assignment of Leasehold -

An Apartment Owner intending to make a bona fide sale or transfer of his Apartment, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association's Board of Governors may reasonably require. All notices given hereunder shall be accompanied by an executed copy of the proposed contract for the sale of the unit, or sale of the leasehold estate of such unit, and delivered to the Chairman or any other officer.

b) Gift, Devise or Inheritance, Other

Transfers - An Apartment Owner who has obtained his Apartment by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of such Apartment, together with such information concerning the Apartment Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's interest.

c) Failure to Give Notice -

If the above required notice to the Association is not given, then, at any time after receiving knowledge of the transaction or event transferring ownership or possession, or otherwise, to any Apartment, the Association, at its election, without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction, the Association shall proceed as if it received the required notice on the date of such disapproval.

2) Certificate of Approval -

a) Sale or Assignment of Leasehold - If the proposed transaction is a sale or assignment of the leasehold, then within thirty (30) days after receiving such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be so stated in a Certificate executed by the Chairman or Vice-Chairman of the Board of Governors of the Association, which shall thereafter be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or assignee.

b) Gift, Devise, Inheritance or Other Transfer - If the Apartment Owner giving notice has acquired his Apartment by gift, devise, inheritance, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Apartment Owner's ownership of the Apartment. If approved, the approval shall be stated in a Certificate executed by the Chairman or Vice-Chairman of the Board of Governors of the Association, which approval shall thereafter be recorded in the Public Records of Pinellas County, Florida, at the expense of the Apartment Owner.

C. Disapproval by Association - If the Association shall disapprove a transfer of the ownership of an Apartment, the matter shall be disposed of in the following manner:

1) Sale or Assignment of Leasehold - If the proposed transaction is a sale or assignment of the leasehold, and if notice of such sale given by the Apartment Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified or registered mail, to the Apartment Owner, an agreement to purchase the Apartment by the Association, or by a purchaser approved by the Association, who will purchase, and to whom the Apartment Owner must sell the Apartment upon the following terms:

a) At the option of such purchaser, or the Association, to be stated in the Agreement, the price to be paid shall be that price stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements.

The Association and the Apartment Owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the Apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mailing of the Agreement, the purchase price being payable in cash.

b) If the Association shall fail to provide a purchaser upon the demand of an Apartment Owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default in its agreement to purchase, then, notwithstanding the disapproval,

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the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

2) Sub-Lease - If the proposed transaction is a sub-lease, the Apartment Owner shall be advised of the disapproval in writing, and the sub-lease shall not be made.

3) Gift, Devise or Inheritance, Other Transfers - If the Apartment Owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner, then, within thirty (30) days after receipt from the Apartment Owner of notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the Apartment Owner, an agreement to purchase the Apartment concerned by a purchaser approved by the Association, or by the Association itself, who will purchase and to whom the Apartment Owner must sell the Apartment on the following terms:

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a) The sales price shall be the fair market value determined by Agreement between the Seller and the Purchaser of the Association, within thirty (30) days of delivery or mailing of such Agreement. In the absence of agreement as to price, the fair market value shall be determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements. The Association and the Apartment Owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the Apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mailing of the Agreement, the purchase price being payable in cash.

b) If the Association shall fail to provide a purchaser upon the demand of an Apartment Owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default in its agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

D. Mortgage - No Apartment Owner may mortgage his Apartment or any interest in it without the approval of the Association, except to a National or State Bank, Life Insurance Company, or a Federal Savings and Loan Association, or to a vendor to secure not more than seventy percent (70%) of the purchase price. The approval of any other mortgage shall be upon terms and conditions established by the Association, or may be arbitrarily withheld.

E. Exceptions - The foregoing provisions of this Section entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by a National or State Bank, Life Insurance Company or a Federal Savings and Loan Association

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which acquires its title as a result of owning a mortgage upon the Apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquired an interest in an Apartment at a duly advertised public sale with open biddings by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

F. Unauthorized Transactions - Any sale, mortgage, lease or sub-lease not authorized pursuant to the terms of this Declaration of Condominium shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT - Each Apartment Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws, and Rules and Regulations filed herewith, or as may be adopted from time to time pursuant to the authority herein vested. Failure of any such Apartment Owner to comply with such documents and regulations shall entitle the Association or other Apartment Owners to the following relief, in addition to the remedies provided by the Condominium Act.

A. Negligence - An Apartment Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Apartment Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by its use, misuse, occupancy or abandonment of an Apartment, or its appurtenances, or of the common elements, by the Apartment Owner.

B. Costs and Attorneys' Fees - In any proceeding arising because of an alleged failure of an Apartment Owner, occupant or lessee, to comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations as may be adopted from time to time, the Association, or its delegate, or the Management Corporation, shall be entitled to recover the cost of the proceeding, together with reasonable attorneys' fees to be determined by the court.

C. No Waiver of Rights - The failure of the Association, the Management Corporation, or any Apartment Owner to enforce any covenants, restriction, rule or regulation or other provision of the Condominium Act, this Declaration, the By-Laws or the Rules and Regulations that may be adopted from time to time, shall not constitute a waiver of the right to do so thereafter.

15. AMENDMENT OF DECLARATION OF CONDOMINIUM AND/OR BY-LAWS - This Declaration of Condominium and the By-Laws of the Association established hereby, may be amended in the following manner:

A. Proposals - Amendments to the Declaration of Condominium or By-Laws proposed by either the Condominium Parcel Owners or by the Condominium Parcel Owners of a leasehold estate having an original term of ten (10) years or more, or the Association, shall be adopted in the following manner:

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 B. Notice - A written notice of the subject matter of the proposed amendment shall be served upon the fee simple owners of the Condominium Parcels and upon owners of said leasehold estates, by United States mail to the address which they have registered with the Condominium Association. Said notice shall be mailed at least ten (10) days prior to the date of the meeting at which the proposed amendment is to be considered.

C. Resolution - A resolution proposing the adoption of amendments to the Declaration of Condominium or By-Laws must be approved by seventy-five percent (75%) of said Owners, provided that the holders of all liens as described in Paragraph 13 D above affecting any of the Condominium Parcels consent thereto, however, each Condominium Parcel shall be entitled to one vote for the Owner of the leasehold estate and one vote for the fee simple Owner. In the event one or more persons are Owners in fee simple of one or more Condominium Parcels, he or they shall have collectively as many votes as Condominium Parcels. The Condominium Parcel Owners in fee simple who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

D. Recording - Upon the adoption of the amendment to the Declaration of Condominium or By-Laws, the Association shall certify the amendment as having been duly adopted, and shall cause the amendment to be recorded in the Public Records of Pinellas County, Florida, from which time it shall be effective.

16. COVENANTS RUNNING WITH THE LAND - All of the provisions of this Declaration of Condominium, By-Laws and Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every Condominium Parcel Owner or Tenant, his heirs, executors, administrators, successors and assigns, shall be bound by them.

17. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any Condominium Parcel, the Association or one or more Condominium Parcel Owners shall have the right to purchase such Condominium Parcel at the foreclosure sale for the amount set forth to be due the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a National or State Bank, a Federal Savings and Loan Association, a Life Insurance Company or a vendor-mortgagee from owning a Condominium Parcel, and such mortgagee shall have an unrestricted, absolute right to accept title to the Condominium Parcel in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida, and to bid upon said Condominium Parcel at the foreclosure sale. In the event the mortgagee taking title on such foreclosure sale, or taking title in lieu of foreclosure sale, may acquire such Condominium Parcel and occupy the same and sell the same without complying with the restriction limiting the occupancy of said property to persons approved by the Association or its delegate. In the event the Association purchases a Condominium Parcel pursuant to the provisions of this paragraph, all sums expended shall be a common expense.

18. RESIDENT AGENT - The Resident Agent of the Association to receive service of process is G. PENFIELD JENNINGS, whose business address is P. O. Box 1194, 1960 Bayshore Blvd., Dunedin, Florida, who shall serve until he resigns or has been

replaced by the Board of Governors of this Association, but he shall serve after his resignation until his replacement has been designated by the Board of Governors and the name and residence address of the replacement agent is filed in the office of the Clerk of the Circuit Court in Pinellas County, Florida.

19. BOARD OF GOVERNORS - The Board of Governors of the Condominium Association, which shall consist of three (3) persons who shall be Owners of a Condominium Parcel and/or Owners of a leasehold estate having an original term of ten (10) years or more, shall be elected in accordance with the provisions of the By-Laws and shall serve for a period of one (1) year, provided that the first Board of Governors, notwithstanding such ownership of a Condominium Parcel, shall consist of the following three (3) persons:

<u>NAME</u>	<u>ADDRESS</u>
Daniel A. Engelhardt	1-A, 1201 Drew Street Clearwater, Fla. 33515
Daisy Lee Engelhardt	1-A, 1201 Drew Street Clearwater, Fla. 33515
John J. Mark	704 E. Layton Avenue Milwaukee, Wisc. 53207

and the above named individuals, or any successor thereof during the first ten (10) years, need not be an Owner, and said individuals shall serve for a period of ten (10) years from the date of filing of this Declaration of Condominium, notwithstanding the provisions of paragraph 5, sub-paragraph K of the By-Laws, and thereafter, until their successors are duly elected in accordance with the terms of the Declaration of Condominium and By-Laws. The above named individuals, or any successor thereof within the first ten (10) years, may be re-elected from time to time to the Board of Governors, notwithstanding ownership of a Condominium Parcel. Vacancies in the original Board of Governors may be filled by appointment by the remaining Governors to serve the unexpired term.

20. GENERAL PROVISIONS - In the event that the Association shall delegate and contract all of its managerial duties, powers and authorities, as provided herein, then in interpreting and construing this Declaration of Condominium, the word "ASSOCIATION" shall be interchangeable with and a substitute for the term "MANAGEMENT CORPORATION" or "DELEGATE", where the context so requires, to be consistent with the provisions hereof and of any management contract.

Should any of the provisions of the Declaration of Condominium or any of the covenants, conditions or restrictions herein imposed be voided or become unenforceable at law or in equity, the remaining provisions of this Declaration of Condominium shall, nevertheless, be and remain in full force and effect.

Wherever the term "OWNER" is used herein, the same shall include owner of leasehold estates having an original term of ten (10) years or more, where the text so allows, except as referred to in paragraph 6 of this Declaration of Condominium.

The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or

owner thereof whose title thereto, or whose grantee's title thereto, is or was acquired by foreclosure, trustee's sale or otherwise.

Unless by written approval of all holders of first mortgage liens affecting the fee simple title to any Condominium Parcel, such approval, however, not being unreasonably withheld, the Condominium Association shall not purchase or acquire lands or leaseholds which would result in substantial increase in the common expenses.

21. ACQUISITION OF ADDITIONAL INTEREST - The Condominium Association created by virtue of this Declaration of Condominium is hereby authorized and empowered to acquire or enter into agreements whereby the Association acquires ownership, leasehold membership or other possessory or use interest in lands or facilities, including but not limited to easements, additional rights-of-ways, licenses, club houses or other recreational facilities, whether or not contiguous to the land of this Condominium, intended to provide for the enjoyment, recreation, additional egress and ingress, easements, licenses, rights-of-ways, or other use or benefit to the Condominium Parcel Owner or Tenant. The Association is hereby empowered to pass, adopt or include, rules, regulations, covenants and restrictions concerning the use of the same by said Condominium Parcel Owners or Tenants.

The costs and expense of the maintenance, repair or replacement of such ownership, possessory or use interest in lands or facilities so acquired shall be an equal common expense as hereinabove set forth. Provided further, that in the event this Association acquires such possessory or use interest in common with another Condominium or Condominiums, then the common expense attributable to each Condominium Parcel in this Condominium shall be that sum which is the quotient of the total expense divided by the total amount of Condominium Parcels having an interest in such possessory or use interest in such lands or other facilities.

The said Association is hereby empowered to give, grant, convey and enter into agreements with another Condominium or Condominiums, creating walkways, streets, easements, licenses, rights-of-ways, sewer lines and lift stations, water mains and other utility conduits or easements over, on, upon and through that portion of the common elements of this Condominium which is without the building or buildings or any part thereof, situated upon the real property described in paragraph 1 hereof. As a condition thereto, and in consideration of such grants, conveyances or agreements, each such Condominium which is or shall become a party thereto shall assume as a common expense their pro-rata share of the cost and expense of the maintenance thereof. Such cost and expense shall be an equal sum to each Condominium Parcel contained in all of the Condominiums having an interest therein.

All grants, conveyances or agreements entered into by virtue of this Paragraph shall be approved by not less than the majority of the Board of Governors of the Association. The agreements, conveyances or grants shall contain a provision certified to by the Secretary of the Association that the same is ratified and approved by a majority of the Board of Governors of the Association. All such grants, conveyances and/or agreements shall automatically terminate as the same relates to a specific Condominium or Condominiums terminating their existence as a Condominium.

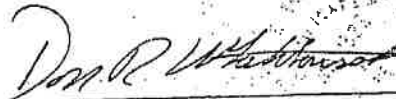
AFFIDAVIT

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

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

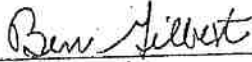
I am a Registered Land Surveyor #1322, authorized to practice in the State of Florida, and do hereby certify that the attached survey, building plans, floor plans, map and sketches, together with the wording of the Declaration of Condominium of SEMINOLE SQUARE APARTMENTS NO. II, constitute a correct representation of the improvements described as they now exist, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each Condominium Parcel in said Condominium.

FURTHER AFFIANT SAYETH NAUGHT.



Don R. Whitehurst

Sworn to and subscribed before me this 15 day of August, 1973.



Notary Public

Notary Public, State of Florida at Large
My Commission Expires Dec. 13, 1973

BY-LAWS
OF
SEMINOLE SQUARE APARTMENTS NO. II
A CONDOMINIUM

1. Office - The office of the Association shall be:
1-A, 1201 Drew St., Clearwater, Fla. 33515
or as otherwise designated by the Board of
Governors from time to time.
2. FISCAL YEAR - The fiscal year of the Association
shall be the calendar year.
3. SEAL - the seal of the Association shall bear the
name of the Association, the word "Florida" and the words
"Condominium Association", and the year of establishment.
4. MEMBERS AND VOTING - A member shall be the owner
of a leasehold estate having an original term of ten (10) years
or more of a Condominium Parcel. In the event there is no owner
of such leasehold estate for a Condominium Parcel, then a member
shall be the owner or owners in fee simple of such Condominium
Parcel. Each member shall be entitled to one vote for every
Condominium Parcel owned for the purpose of electing Governors
and for transacting any other business authorized to be trans-
acted by the members; provided, however, that in no event shall
there be more than one vote cast for each Condominium Parcel,
except when voting on amendments to the Declaration and By-Laws
pursuant to paragraph 15 of the Declaration of Condominium.
 - A. The Annual Members Meeting - shall be held at
the office of the Association, at 10:00 A.M., Eastern Standard
Time, on the first Monday in December of each year, or as other-
wise designated during the month of December by proper notice
to the members, given by the Chairman or Vice-Chairman as set
forth in subparagraph C hereof, for the purpose of electing
Governors after the expiration of the original term in the
Declaration of Condominium, and for transacting any other
business authorized to be transacted by the members; provided,
however, that if that day is a legal holiday, the meeting shall
be held at the same hour on the next succeeding day. No annual
meeting shall be called until the expiration of the original
term of the Board of Governors, except when necessary for other
business authorized to be transacted by the members.
 - B. Special Members Meetings - shall be held
whenever called by the Chairman, Vice-Chairman, or by a majority
of the Board of Governors, and must be called by such officers
upon receipt of a written request from one-third of the entire
membership.
 - C. Notice of All Members Meetings - stating the
time and place, and the purpose for which the meeting is called,
shall be given by the Chairman or Vice-Chairman, or Secretary,
unless waived in writing. This notice shall be in writing to each
member as his address appears on the books for the Association,
and shall be mailed not less than ten (10) days, nor more than
sixty (60) days prior to the date of the meeting. Notice shall
be sent by United States Mail.

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

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

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

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

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

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

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

5. GOVERNORS -

A. The Board of Governors - shall consist of

three (3) persons. Each member of the Board of Governors shall be either the owner of a Condominium Parcel as set forth in paragraph 4 above, have an interest therein, or, in the event of a corporate ownership, any officer or designated agent thereof; however, the original Board of Governors including persons appointed to fill an unexpired term need not be owners.

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

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

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

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

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

E. Regular Meetings of the Board of Governors - shall be held on the first Monday of each month. Notice of regular meetings shall be given to each Governor, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless such notice is waived.

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

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

H. A Quorum at Governors' Meetings - shall consist of the Governors entitled to cast a majority of the votes by the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum.

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

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

K. Removal of Governors - A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than eighty percent (80%) of the members entitled to vote. Said petition should clearly state the name of the Governor or Governors sought to be removed, together with the reason set forth in detail. At such members meeting, subject to a quorum being present as required in Paragraph 4, sub-paragraph D, such Governor or Governors shall be removed from office upon votes cast of not less than ninety percent (90%) of the votes of the entire membership entitled to vote. In the event such Governor or Governors are removed, a new Governor or Governors shall be elected according to Paragraph 5, sub-paragraph B, to fill his or their unexpired terms.

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

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

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

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

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

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

F. To Approve or Disapprove Proposed Purchasers - Lessees and Mortgagees of Apartments in the manner provided by the Declaration of Condominium.

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

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

I. To Pay Taxes and Assessments - which are liens against any part of the Condominium, other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

J. To Carry Insurance - for the protection of Apartment Owners and the Association against casualty and liabilities.

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

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

M. To Employ an Attorney-at-Law - for legal services for the enforcement of any rules, liens, foreclosures, or provisions contained in these By-Laws or the Declaration of Condominium, the cost of which shall be a common expense.

7. OFFICERS -

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

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

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

D. The Secretary-Treasurer - shall keep the Minutes of all proceedings of the Governors and the Members. He shall attend to the giving and service of all notice to the members and Governors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring the seal, when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Governors or the Chairman. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer.

E. Removal of Officers - A special meeting of the members shall be called upon filing with any Governor a petition in writing so requesting, signed by not less than eighty per cent (80%) of the members entitled to vote. Said petition should

clearly state the name of the officer or officers sought to be removed, together with the reason set forth in detail. At such members meeting, subject to a quorum being present as required in Paragraph 4, sub-paragraph D hereof, such officer or officers shall be removed from office upon votes cast of not less than ninety percent (90%) of the vote of the entire membership entitled to vote. In the event such officer or officers are removed, then and in such event, a new officer or officers shall be elected according to Paragraph 7, sub-paragraph A hereof, to fill the unexpired term of such officer or officers.

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

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

B. Budget -

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

a) Common expense budget -

- i) Maintenance and operation of common elements;
 - Landscaping
 - Walkways
 - Parking spaces
- ii) Utility services
- iii) Casualty insurance
- iv) Liability insurance
- v) Administration

b) Proposed assessments against each member.

2) Copies of the Proposed Budget - and proposed assessments, except for the provisions of Paragraph 8.B.3) hereunder, shall be made available to each member upon request in writing, on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3) Management Contract - No such budget, proposed budget, accounting or assessment roll, shall be made or required in the event that a management contract is entered into as is authorized by the Declaration of Condominium. The management corporation shall provide such budget in the event the monthly management fee, per Apartment, as is set forth in said management contract is increased, or as otherwise agreed upon by the Association and the management corporation.

4) Method of Collection - The budget shall be reduced to a monthly amount per Apartment as is computed on the basis of the provisions of Paragraph 8, sub-paragraph A of the

Declaration of Condominium. Each Apartment Owner shall be notified of such amount, computed on the monthly basis per Apartment, and the same shall be due and payable monthly, in advance, to the Association or management corporation, without notice.

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

D. An Accounting - of the accounts of the Association shall be made annually by the Treasurer, and certified to by the Board of Governors. A copy of the report shall be furnished to each member upon request in writing. Account reports are subject to the provisions of Paragraph 8.B.3) above.

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

9. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in accordance with the provisions of the Condominium documents. An amendment, when adopted, shall become effective only after being recorded in the Public Records of Pinellas County, Florida. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

RULES AND REGULATIONS
FOR
SEMINOLE SQUARE APARTMENTS NO. II

Each owner, invitee, licensee or guest, hereinafter referred to as Occupant of the Condominium Parcel, shall be governed by the following regulations in addition to the obligations and duties as set forth in the Declaration of Condominium, the By-Laws, or any amendments thereto;

1. Occupants shall park their vehicles only in spaces assigned to them for use in connection with their Condominium Parcel, by the Condominium Association. No Occupant's vehicle shall be parked in such manner as to impede or prevent ready access to another Occupant's parking space. All Condominium owners must not permit their guests, tenants, licensees or invitees to use parking spaces assigned to other owners.

2. All vehicles shall be parked only in the areas provided for that purpose, and an Occupant shall always park his or her automobile in the assigned parking space for their Condominium Unit. Guest automobile parking spaces shall not be used for the storage of boats, inoperative automobiles, or for any other purpose than the use intended. A Condominium Unit owner may not assign his automobile parking space except in connection with the sale of his Condominium Unit, and may not lease said space except with the permission of the Management Contractor and the Condominium Association. If there is a violation of any of the provisions herein contained pertaining to use of parking spaces, the violator shall have forty-eight (48) hours to remove the item of objection; thereafter such item may be removed by the Management Contractor or the Condominium Association at violator's expense.

3. Each Occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding the same, and shall maintain and repair fixtures contained therein. Each Occupant shall also promptly pay for any utilities which are metered separately to his apartment. All Common Elements of the Condominium including hallways, landscaped areas and walkways, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in any such areas temporarily or otherwise.

4. Occupants are reminded that the grounds surrounding the apartment complex exist as Common Elements under the Declaration of Condominium. Occupants may make additional plantings within landscaped areas, however, maintenance and damage to such plantings shall not be the responsibility of the Association or of the Management Contractor. Such additional plantings may only be made with the consent of the Association or Management Contractor and must be maintained in a manner acceptable to both. All such additional plantings, when made, shall become a part of the Common Elements.

5. Each Apartment shall be used for the purpose of single family residence of persons over the age of sixteen (16) years, and for no other purpose whatsoever; and each Apartment Occupant shall maintain his Apartment in a clean and sanitary manner. Porches and patios shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each Apartment

Occupant may provide his Apartment with laundry and drying equipment; but no drying of laundry will be permitted outside of the Apartments or in the courtyards, except in the laundry room or other areas established and designated for such purpose.

6. No dogs, cats or other pet animals which, in the opinion of the Condominium Association or Management Corporation, are of the type reasonably capable of straying from the interior portions of a Condominium Unit shall be permitted. If any pet animal is found to be objectionable in the sole discretion of the Management Contractor or the Condominium Association, then such pet shall be removed from said Condominium Development. All animals kept on the Condominium premises may only remain for such times as the owner thereof abides by the rules adopted by the Association and the Management Contractor relative thereto.

7. Apartment Occupants are reminded that alteration and repair of the Apartment Building is the responsibility of the Association, except for the interior of the Apartments. No Owner shall make any exterior painting of the doors or buildings, or any additions, such as screen doors, lighting fixtures, or any item whatsoever; and no alteration may be made of any interior boundary wall except upon prior written approval of the Condominium Association or the Management Corporation. No exterior enclosures, patios, or other structures may be installed or constructed within the common areas.
A. HURRICANE SHUTTERS
B. PATIOS

8. No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests, or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other Occupants. No Occupant may play or permit to be played any musical instrument, phonograph, radio or television set in his Apartment or on or about the Condominium property between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall in any manner disturb or annoy the other Occupants of the Condominium. All rooms other than kitchen and bath must be fully carpeted.

9. No radio, television or other antenna may be installed on the exterior of any building or upon the Condominium property without the prior written consent of the Association or Management Corporation.

10. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.

11. Each Apartment may identify its Occupant by a name plate of a type and size approved by the Association or Management Corporation and mounted in a place and manner so approved.

12. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be displayed on the exterior of any Apartment, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Apartment.

13. Each Owner has the right to sell or lease his Apartment provided that the proposed purchaser, or lessee, is first

See amendment - 12/24/73

Rudolph - 303c

CERTIFICATE OF AMENDMENT
OF
RULES AND REGULATIONS
FOR
SEMINOLE SQUARE APARTMENTS NOS. I AND II

I, DANIEL A. ENGELHARDT, as Chairman of the Board of Governors of SEMINOLE SQUARE APARTMENTS NO. I ASSOCIATION as established under the Declaration of Condominium for SEMINOLE SQUARE APARTMENTS NO. I, a Condominium, recorded in Official Records Book 3956 at Pages 408 through 437 of the Public Records of Pinellas County, Florida, and of SEMINOLE SQUARE APARTMENTS NO. II ASSOCIATION as established under the Declaration of Condominium for SEMINOLE SQUARE APARTMENTS NO. II, a Condominium, recorded in Official Records Book 4070 at Pages 547 through 576 of said Public Records, do hereby certify that, at a meeting of the Board of Governors of said Associations duly and regularly called and held in accordance with the By-Laws of each, on the 24th day of December, 1973, at which meeting a majority and quorum of the Board of Governors of each Association were present, the Rules and Regulations of each Association were amended by adding thereto the following paragraphs:

18. No person under the age of sixteen (16) years shall be permitted to use the pool or other recreational facilities of SEMINOLE SQUARE APARTMENTS unless such person is accompanied by the adult occupant owner or tenant of whom he or she is a guest.

19. Persons under the age of sixteen (16) years may occupy an apartment as guests of the owner or tenant thereof for a reasonable period not to exceed a continuous stay of fourteen (14) days within any three (3) months period, with a minimum of ninety (90) days between successive visits.

20. Paragraph 13 of these Rules and Regulations is hereby amended to read as follows:

"13. Each owner has a right to sell or lease his apartment provided that the proposed purchaser or lessee is first approved by the Condominium Association or the Management Corporation, and subject to the terms and conditions of the Declaration of Condominium, Condominium Lease, Condominium Lease Servicing Agreement and Management Agreement, and each new owner or tenant shall be bound by the provisions of said instruments. However, no Condominium Parcel may be rented for a period of less than four (4) successive months duration."

AND I do hereby certify that the remaining provisions of the Rules and Regulations for SEMINOLE SQUARE APARTMENTS NOS. I and II are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set and affixed my hand and seal this 24th day of December, 1973.

SEMINOLE SQUARE APARTMENTS NO. I
ASSOCIATION

By: *Daniel A. Engelhardt*
Daniel A. Engelhardt, Chairman

SEMINOLE SQUARE APARTMENTS NO. II
ASSOCIATION

By: *Daniel A. Engelhardt*
Daniel A. Engelhardt, Chairman

RD B. JENNINGS
860 BAYSHORE
BOULEVARD
N. O. BOX 1194
DUN, FLORIDA 33528

RULES AND REGULATIONS
EXHIBIT "C":

PAR 7

A. HURRICANE SHUTTERS INSTALLED BY ANY OWNER SHALL BE OF A ROLL TYPE, WHITE IN COLOR, AND CONSTRUCTED OF ALUMINUM. ALL STATE, COUNTY, AND CITY BUILDING CODES IN FORCE AT THE TIME OF INSTALLATION SHALL BE ADHERED TO. THE ROLLER TUBE AND END CAPS MAY BE PAINTED TO BLEND WITH BUILDING COLOR.

MAINTENANCE OF SHUTTERS SHALL BE THE RESPONSIBILITY OF THE OWNER.

HOOD COVERS: MADE OF ALUMINUM WITH MINIMUM THICKNESS OF .030". COVERED WITH ELECTROPLASTIC PAINT. END CAPS MADE OF SAME MATERIAL AND NON-LOAD BEARING. PAINTED SURFACES TO BE SMOOTH.

ROLLER TUBE: 60mm ALUMINUM. WALL THICKNESS .125".

SHUTTER SLATS: ALUMINUM OR MOLDED PVC POLYMER, SMOOTH SURFACE ON BOTH SIDES. BOTTOM SLAT FITTED WITH VINYL WEATHER STRIP.

GEARS: SELF-LUBRICATING. MADE OF NON-CORROSIVE DELVIN.

OPERATION: MAY BE OF CRANK OR MOTOR TYPE. MOTOR 120VOLT UL. APPROVED.

MOUNTING HARDWARE: ALUMINUM OR STAINLESS STEEL.

RULES AND REGULATIONS

7. B.

PATIOS WITHIN COMMON AREAS SHALL BE CONSTRUCTED WITH CONCRETE
BLOCKS OR WASHED GRAVEL. CONCRETE SLABS ARE PROHIBITED. MAXIMUM
SIZE SHALL BE NOT MORE THAN 100 SQ. FT. LYING WITHIN THE UNIT
BOUNDRIES AND NOT EXTENDING MORE THAN SEVEN AND ONE HALF (7½)
FEET FROM THE BUILDING. "SURFACE AREA ONLY"

7.

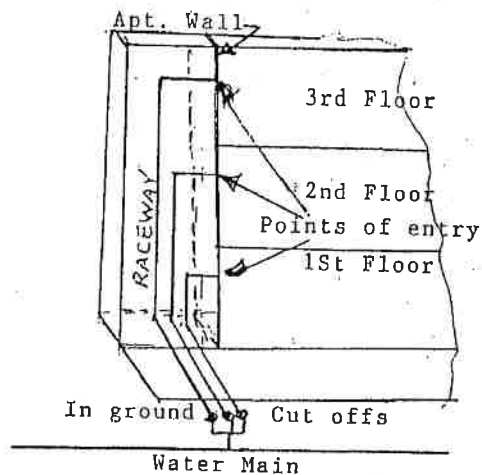
c. Wall Water Leak Responsibility

(a) Association Responsibility.

The Association shall be responsible for water leaks in supply lines from ground level cut-offs, through raceways, to their point of entry into each apartment. Lines running under lower apartment floors to the raceways will be the responsibility of the Association.

(b) Owners Responsibility

Unit owners are responsible for water leaks in lines from point of entry and throughout said apartment. Repair to walls, made necessary by repairs, shall be the responsibility of the owner.



BUDG C

RECORDED
PINELLAS CO. FLORIDA
Herald T. Jennings
CLERK CIRCUIT COURT

AUG 23 4 47 PM '73

This Instrument Prepared By:
G. Penfield Jennings, of
Baird & Jennings *Return*
P. O. Box 1194
Dunedin, Fla. 33528

CONDOMINIUM LEASE

THIS AGREEMENT, made and entered into this 13th day of August, 1973, by and between JOHN J. MARK, joined by CATHERINE A. MARK, his wife, hereinafter called the "LESSORS" (which expression shall include their heirs, administrators, executors and assigns, when the context so requires and/or admits) and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, his wife, hereinafter called the "LESSEES" (which expression shall include their successors and assigns, when the context so requires and/or admits);

W I T N E S S E T H:

That LESSOR in consideration of the rents, covenants and agreements hereinafter contained on the part of the LESSEE to be said and performed, hereby demises and lets to the LESSEE, and the LESSEE hereby hires and leases, all that certain Condominium parcel situated in the County of Pinellas, State of Florida, more particularly described as:

From the NW corner of the SE $\frac{1}{4}$ of Section 28, Twp. 30 South, Range 15 East, Pinellas County, Florida, run thence S 88°40'38" E, along the East and West center-line of said Section 28, 331.49 feet; thence S 0°19'09" W, 50.01 feet to the Southerly right of way line of State Road 694 (78th Avenue North); thence S 88°40'38" E, along the Southerly right of way of State Road 694 (78th Avenue North) 260.04 feet; thence S 0°19'09" W, 225.00 feet for a P.O.B.; thence continue S 0°19'09" W, 120.32 feet; thence S 88°40'38" E, 346.00 feet; thence N 0°19'09" E, 120.32 feet; thence N 88°40'38" W, 346.00 feet to the P.O.B.

TO HAVE AND TO HOLD THE SAID PREMISES, with the appurtenances thereon, except as herein specifically provided unto the LESSEE for and during the full term of one hundred (100) years commencing on the 23rd day of August, 1973, and ending on the 23rd day of August, 2073, at twelve (12:00) noon, on that day, unless sooner terminated as herein provided.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. RENT:

A. Commencing on the first day hereof and on the first day of each consecutive month thereafter during the term of this Lease, the LESSEE shall pay to the LESSOR for each individual Condominium parcel leased hereunder, a minimum monthly net rental in the amount of Twenty Dollars (\$20.00) and said rental, as well as the remaining terms of this Lease Agreement, shall apply to each of said Condominium parcels the same as if the parties hereto had executed individual Lease Agreements for each of said parcels, said minimum monthly rental to be paid in advance without any deductions or abatements whatsoever.

B. All payments due under the terms of this Lease Agreement shall be paid by the LESSEE to the LESSOR at the time and in the manner provided herein. Any and all payments due hereunder shall be made in legal tender of the United States of

AIRD AND JENNINGS
ATTORNEYS AT LAW
DUNEDIN, FLA. 33528



America and shall be payable at such place as shall be designated from time to time in writing by the LESSOR.

2. LATE CHARGE PROVISION: It is agreed that LESSOR may charge and collect a "late charge" not to exceed twelve cents (\$.12) for each dollar of each payment more than ~~thirty days~~ in arrears, to cover the extra expenses involved in handling of delinquent and/or late payments occasioned by LESSEE'S failure to pay the monthly installments or any deficiency in the amount of such monthly installment.

3. PAYMENT BY LESSEE OF TAXES AND OTHER EXPENSES - NET LEASE: The LESSEE shall pay and discharge, when the same shall become due, all costs, charges and expenses of heat, light, tax, ad valorem taxes, special assessments, or Condominium assessments of any kind or nature, on any part or all of the premises herein demised, which shall be imposed or become due and payable during the term of this Lease, or which shall become a lien upon the premises or any part thereof, or the sidewalks, streets or other avenues in front of the same, by virtue of any present or future law of the United States of America or of the State of Florida, or of any county or municipality thereof, or of any other governmental, condominium or municipal authority; and upon notice of request will exhibit the vouchers for such payments to the LESSOR. The LESSEE shall have the right with due diligence to review by legal proceedings any such taxes, assessments, or other charges imposed upon or against the demised premises or any part thereof, and in case any such taxes, assessments or other charges shall be reduced, set aside, cancelled or discharged thereby, the LESSEE shall pay the amount that shall be finally assessed or imposed against the premises as adjudicated to be due and payable. The term "LEGAL PROCEEDINGS" as herein used shall be construed as including appropriate appeals from any judgments, decrees or orders, and certiorari proceedings and appeals from orders therein, as well as any appropriate administrative review procedures. The LESSEE shall be under no obligation to pay any inheritance or Federal Income Tax which is payable or may become payable by the LESSOR, or which may be imposed upon the LESSOR against the rents payable hereunder, or upon the income or profits of the LESSOR by reason of any law now in force or hereinafter enacted. If any tax should be levied upon the LESSOR in lieu of, or supplementary to, the general real estate tax payable by the LESSEE hereunder, the LESSEE shall be liable for such tax to the extent that the same shall be payable by the LESSOR. The LESSEE'S obligation to pay assessments shall apply only to the assessments which shall become due and payable during the term of this Lease or any renewals or extensions of the same. The LESSEE shall have the right to exercise the benefit of any provision in any statute or ordinance permitting such assessment of tax to be paid in installments over a period of time so long as the same shall not be for a term longer than the term of this Lease.

4. PARTIES BOUND AND COVENANTS BINDING: Time shall be of the essence of this Agreement and all of the covenants, terms, and conditions herein made by and between the parties hereto shall extend to and be binding upon their respective heirs, executors, successors and assigns, and shall be construed as covenants running with the land. No variance, amendment or modification of any part or all of this Agreement shall be valid or enforceable, except when made in writing, and executed by the parties hereto with the same formality as a deed.

5. RECONSTRUCTION AND REMODELING: At any time during the term of this Lease the LESSEE may remodel, add to, or reconstruct the buildings hereby demised or hereafter erected by the LESSEE on the demised premises, subject to the restrictions and limitations contained in the Declaration of Condominium and By-Laws, as may be modified or changed. LESSEE further covenants and agrees to make all changes, additions, alterations, repairs or improvements to any such buildings as may be required by any ordinance, laws, rules or regulations of any municipality, or of the State of Florida, or any other governmental or governing body having jurisdiction of the premises, and at all times during the term of this Lease shall comply with all laws, ordinances, statutes, or regulations now existing or which may be hereafter enacted, relative to fire hazards or escapes, electric wires, or lights, water, lavatories or other protective measures or requirements for health, safety or protection against fire, accident or loss of life, wherein or whereby the owners or occupants thereof are charged with any duty; provided, however, that upon reasonably and properly indemnifying the LESSOR during the period of such litigation, the LESSEE may resist the reasonableness or validity of any such laws, statutes or regulations, said indemnity to be of sufficient amount to secure and save the LESSOR harmless in the event such litigation should terminate unfavorable to the LESSEE.

6. PROPERTY INSURANCE - LOSS - USE OF PROCEEDS: The LESSEE hereby covenants and agrees with the LESSOR that it, the LESSEE, will keep insured during the said demised term, the Condominium parcels herein described in a good and responsible insurance company or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire and other casualty, in a sum not less than eighty percent (80%) of the insurable or replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand Dollars (\$1,000.00) deduction shall be deemed satisfactory.

All policies issued, and renewals thereof, on said Condominium parcels and improvements to the amount of eighty percent (80%) of the insurable or replacement value thereof are to be assigned and made payable to LESSOR and LESSEE as their respective interests may appear. The policies shall be held by the LESSOR in trust for the purposes hereinafter set forth.

LESSOR agrees that, in the event that any proceeds under said insurance policies shall be paid to the LESSOR, it shall receive the same in trust and promptly disburse the same to the Condominium Association, or to the Management Corporation if a contract exists between said Association and Management Corporation, who shall likewise hold such proceeds in trust for the purpose of rebuilding of such Condominium parcel and for the benefit of the holder of any mortgage on LESSEE'S leasehold estate. It is agreed that no interest is to be paid on insurance money by LESSOR during the time any such proceeds are in its possession.

In the event said Condominium parcels shall be damaged or destroyed by fire or other insured casualty within the demised term, the said LESSEE hereby covenants and agrees to commence within six (6) months from the date of the payment of damages by the insurer, and to complete within a reasonable time, the repair, restoration or rebuilding of any buildings, or improvements and furnishings so damaged or destroyed, with a structure substantially in conformity with the original ones.

The LESSEE agrees that the structures involved shall be repaired to a condition as comparable as possible to their condition just prior to the damage. Any mechanic's or materialmen's liens arising out of such repair, rebuilding or reconstruction, may be contested and resisted by the LESSEE, provided the same are bonded, as provided hereinafter. It is further agreed that the Condominium Association shall promptly disburse said monies and use same toward rebuilding the buildings and improvements upon the same premises as herein provided. In the event of destruction in excess of fifty percent (50%) of the buildings containing the above described Condominium parcels, by fire or extended coverage perils, this Lease shall be terminated provided that all persons entitled to vote on amendments to the Declaration of Condominium and By-Laws shall so elect to cancel and otherwise not reconstruct, and the LESSEE shall be liable for rent only up to the time of such destruction. In the event that all persons entitled to so vote, as herein set forth, elect to terminate and otherwise not reconstruct, it is agreed LESSEE shall, within one hundred twenty (120) days after said damage occurs, tear down and remove all parts thereof then remaining and the debris, resulting from said fire or other casualty and otherwise clean up said premises; and to the extent available for that purpose, the insurance proceeds collected for such damage shall be applied to the cost of such clean-up and removal. Upon such termination of this Lease and upon clean-up and removal of all debris as above provided, LESSOR shall release to LESSEE or his authorized encumbrancers, if any, all of LESSOR'S interest in and to the unexpended insurance proceeds so collected. Should LESSEE fail or refuse to clean up and restore said premises as hereinabove provided, or if the authorized encumbrancer of LESSEE, if any, after notice by LESSOR as hereinafter provided, shall fail or refuse to undertake and complete such work on behalf of LESSEE, then in either of such events, all insurance proceeds so collected shall be forthwith paid over to LESSOR on its account and may be used by the LESSOR to clean up and restore said premises, paying to LESSEE or his said encumbrancer any unexpended balance of said insurance proceeds.

7. LIABILITY INSURANCE: During the demised term, the LESSEE shall maintain a general liability policy in a mutual or stock company or companies, licensed to do business in the State of Florida, and non-assessable, insuring both the LESSOR and the LESSEE, affording a protection to the limit of \$100,000.00, in the event of death or injury to a single person, to the limit of \$300,000.00, in the event of death or injury in any one accident, and to the limit of \$10,000.00, in the event of damage to any property. Policies subject to a \$100.00 deduction shall be deemed satisfactory.

8. FAILURE TO PAY PREMIUMS: Upon failure at any time on the part of the LESSEE to pay the premiums for the insurance required by this Lease, the LESSOR shall, upon thirty (30) days written notice to the LESSEE, be at liberty, from time to time, as often as such failure shall occur, to pay the premiums therefor, and any and all sums so paid for insurance by the LESSOR shall be and become rents as the same become due.

9. MECHANIC'S LIENS, COVENANT TO HOLD HARMLESS, ETC.: It is agreed that LESSOR'S title or interest in and to the above described real property shall not be subject to liens for improvements to be made by the LESSEE pursuant to the authority set forth in Chapter 713.10 F.S.A. If any mechanic's lien or other liens for the payment of money, shall be filed against

the demised premises or any building or improvements thereon, by reason of or arising out of any labor or materials furnished or alleged to have been furnished to, or to be furnished to, or for the LESSEE at the demised premises, or for, or by reason of any change, alteration, or addition, or the cost, or expense thereof, or any contract relating thereto, or against the LESSEE as owners thereof, the LESSEE shall, within thirty (30) days thereafter, either pay or bond the same, or procure the discharge thereof in such manner as may be provided by law. The LESSEE shall also defend on behalf of the LESSOR, at the LESSEE'S sole cost and expense, any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, liens or orders, and the LESSEE shall pay any damages and discharge any judgment entered therein and save harmless the LESSOR from any claim or damage resulting therefrom.

It is further covenanted and agreed by and between the parties hereto that in the event the LESSEE shall desire to bona fide resist any mechanic's lien, materialmen's lien or any other claim against the hereinabove described premises, on account of rebuilding, repairing, reconstructing, or otherwise improving the above described premises, or any buildings now or hereafter located thereon, the LESSEE has the privilege so to do, provided the LESSEE shall first discharge said claim or lien by bonding the same as provided by the statutes of the State of Florida.

Said LESSEE further covenants and agrees to insure the LESSOR against any and all liabilities which may arise in favor of third persons, from, or on account of, the use, occupancy, or as an incident to ownership of the above described premises, or any building or improvements situated thereon, except such as may arise as a result of the acts and/or negligence of the LESSOR, their agents, servants or employees. The LESSEE will defend any action at law or suit in equity which may be brought against the LESSOR or the LESSEE, or against the said premises because of any action, or condition, for which any claim or suit may be brought arising subsequent to the date the possession of the demised premises is delivered to LESSEE. The said LESSEE will, at its own expense, defend such suits and pay and satisfy any judgment which may be entered as a result thereof, and at all times and in all things insure the LESSOR against any loss or expense in connection therewith.

It is hereby further covenanted, stipulated and agreed by and between the parties hereto that after ten (10) days written notice to the LESSEE of its intention so to do, the LESSOR shall, at their option, have the right at all times during said demised term to pay any rates, taxes, ad valorem taxes, assessments, special assessments, condominium assessments, water rates, electric power bills, and any other utilities or other charges, or taxes, upon said premises and reversionary interests therein imposed by any governing or governmental authority, remaining unpaid upon said premises, after the same have become due and payable, and to pay, cancel and clear off all tax sales, liens, charges and claims upon or against said demised premises or reversionary interests therein, and to redeem said premises from the same or any of them from time to time; and the amount paid, including reasonable expenses, shall be so much additional rent due from the LESSEE with interest thereon at the rate of six percent (6%) per annum from the date of the payment thereof by the said LESSOR, until the repayment thereof to the said LESSOR by the said LESSEE. It is further provided that if the LESSOR shall advance or pay any such rates or other charges upon and against said demised premises or the reversionary interests thereon, it shall not be obligatory upon the LESSOR to inquire into the validity of any such rate, tax or assessments, or

other charge, or any such tax sale. Any and all sums so paid by the LESSOR shall be and become and are hereby declared to be rent under this Lease, due and payable on the next rent day.

10. LESSEE'S RIGHT TO ASSIGN: The LESSEE shall not have the right to assign this Lease, or at any time during the term of this Lease, to sublet the leased premises, in whole or in part, without first obtaining the consent or approval of the LESSOR, however, such consent shall not be unreasonably withheld. Should a written acknowledgment of LESSOR'S consent not be recorded within thirty (30) days of the recording of any such assignment or sub-lease, it shall be conclusively presumed that such consent shall have been given and a written acknowledgment thereof shall not be necessary. The liabilities of the original and any subsequent LESSEE shall cease as to any breaches by LESSEE'S covenants thereafter occurring, if such original or subsequent LESSEE has assigned of record his interest in the leasehold estate, and has obtained the consent or approval of such assignment, in writing, from LESSOR. The assignment shall not relieve any LESSEE from any breach occurring during the period of his tenancy. If the LESSEE assigns or conveys one or more condominium parcels, then this Lease Agreement shall apply to such grantee or assignee only with respect to the condominium parcels assigned or conveyed, as if LESSOR and LESSEE had executed separate, individual lease agreement for each condominium parcel leased hereby.

11. DEFAULT BY LESSEE: In case the LESSOR shall, without any default on its part, be made party to any litigation commenced by or against the LESSEE as to which the LESSOR is not fully protected against liability by insurance supplied by the LESSEE, then the LESSEE shall pay all costs and reasonable attorneys' fees incurred by or against the said LESSOR in enforcing the covenants, agreements, terms and provisions of this Lease.

If, during the term of this Lease,

a) default shall be made by the LESSEE in the covenant to pay rent and late charges in accordance with the provisions of Paragraphs 1 and 2 hereof, and such default shall continue for a period of ten (10) days after written notice by certified mail, or registered mail, is received by the LESSEE, or LESSEE'S agent, or after the date of the last publication as hereinafter provided; or after written notice may be served as hereinafter provided; or

b) default shall be made in any of the other covenants, or agreements herein, except the above stated covenant to pay rent, to be kept and performed by the LESSEE, and such default shall continue for a period of thirty (30) days (exclusive of grace periods) after written notice by certified or registered mail is received by the LESSEE or LESSEE'S agent, or after the date of the last publication as hereinafter provided, or after written notice may be served as hereinafter provided,

then, in any one of the events enumerated above, the LESSOR may, at his option, in writing, terminate this Lease, and the term hereof shall thereupon automatically cease and terminate; and it shall be lawful for the LESSOR, at his option, to enter the demised premises and to have, hold, repossess and enjoy the said premises; and the LESSOR shall have the right to recover the said premises free and clear of any leasehold interest under this Lease. However, in the event of the occurrence of any of the foregoing, except sub-paragraph a) hereof, if the LESSEE shall

promptly commence curing the same within the notice period hereinabove provided, and shall diligently pursue the completion of such cure, the failure to eliminate said default within the stipulated notice period shall not be grounds for the LESSOR to terminate this Lease. Any expenditures made by the LESSEE for construction or in payment of liens or encumbrances assumed by the LESSEE shall be deemed liquidated damages and not recoverable by the LESSEE.

It is understood and agreed that in the event LESSEE or LESSEE'S agent does not receive notice as above provided, as evidenced by a return of the certified or registered mail receipt to LESSOR or LESSOR'S agent, then and in such event, notice may be given by publication once a week for two consecutive weeks of such notice in the legal notices or advertising section of a newspaper, printed and published periodically once a week or oftener, containing at least twenty-five percent (25%) of its words in the English language, entered or qualified to be admitted and entered as Second Class matter at a Post Office in Pinellas County, Florida, where published for sale to the general public, available to the public generally for the publication of official or other notices, and customarily containing information of a public character, or of interest, or of value to the residents or owners of property in Pinellas County, or of interest, or of value to the general public.

It is further understood and agreed that notices of default or notices otherwise provided for or allowed in this Agreement may, at the option of either party, in lieu of notices by certified or registered mail, and/or in lieu of publication in a newspaper as herein provided, be made by any officer authorized by law to serve process in any court of record, and the person making such service shall make proof of such service thereof on a copy of the notice actually served and deliver said copy to the person or persons requesting such service. Provided further, that notices of default in the payment of rent, together with "late charges", if any, may be made at the option of the LESSOR by any person who is sui juris, and the person making such service of notice shall make proof of such service on such notice, and on a copy of the notice actually served.

It is further agreed by and between the parties hereto that the right given in this Lease to the LESSOR to collect the rent that may be due under the terms of this Lease, by any proceedings under the same, or the right to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under the same, or the right herein given the LESSOR to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of said LESSOR to declare this Lease void and the term hereby created ended, as herein provided when default is made in the payment of said rent, or when default is made by the LESSEE in any of the terms and provisions of this Lease.

In addition to the above remedies provided and reserved to the LESSOR, the LESSEE covenants and agrees that there is hereby reserved unto the LESSOR all or any further, or additional remedies not inconsistent with the terms of this Lease which may now or hereafter exist under and by virtue of the laws of the State of Florida, or the laws of the United States, or any other governmental state or body having jurisdiction of the property, for the failure to make payments or perform covenants in like circumstances. It is mutually covenanted and agreed that the various rights, powers, options, elections, appointments and remedies of the LESSOR contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other, or

exclusive of any other rights or privileges or priorities allowed by law; that no waiver or breach of any of the covenants of this Lease shall be considered to be a waiver of any succeeding breach of the same covenants.

It is further covenanted and agreed that if the LESSOR is compelled to incur any expenses, including reasonable attorneys' fees, in instituting and prosecuting any proceedings of any nature by reason of any default of the LESSEE hereunder (after expiration of grace periods) the sum or sums so paid or incurred by the LESSOR, and all interest cost and damages, including such reasonable attorneys' fees, shall be deemed to be additional rent hereunder, and shall be due from the LESSEE to the LESSOR on the first day of the month following the incurring of such respective expenses, and the LESSEE covenants and agrees to pay the same.

12. NOTICES: Any and all notices by the LESSOR to the LESSEE, or by the LESSEE to the LESSOR, shall be in writing and may be served by certified or registered mail, or as otherwise provided, addressed to the respective addresses below stated:

To the LESSOR by communication addressed to:
Mr. John J. Mark
704 E. Layton Ave.
Milwaukee, Wisc. 53207

To the LESSEE by communication addressed to:
Mr. Daniel A. Engelhardt
1-A, 1201 Drew St.
Clearwater, Fla. 33515

Either party may at any time change the address by notice to such party in writing, by certified or registered mail.

13. COVENANT OF QUIET ENJOYMENT: The LESSOR covenants that the LESSEE, upon payment of the rent above reserved, and upon the due performance of the covenants and agreements herein contained, shall and may at all times during the term hereby granted peaceably and quietly have, hold and enjoy the demised premises for the term of this Lease.

14. SURRENDER OF BUILDINGS UPON TERMINATION OF LEASE: The title to all buildings and improvements erected or placed upon the demised premises, or any part thereof, during the term of this Lease, shall, upon termination of this Lease by any means, exclusive of termination resulting from condemnation or destruction, vest in the LESSOR without payment or offset subject to the terms of this Lease. The LESSEE shall (in accordance with the above) surrender and deliver up the building or buildings and improvements that may be constructed or occupied by him pursuant to this Lease, and the demised land and also all fixtures and appurtenances that LESSEE has the title or right to, in good condition and repair, reasonable and ordinary wear and tear thereof excepted, and except for damage by perils not included in the usual fire and extended coverage and casualty insurance provisions.

15. COVENANT TO COMPLY WITH LAWS, ETC.: The LESSEE covenants that during the demised term, it will properly observe and, at its own expense, promptly comply with all present and future laws, rules, regulations and notices of every nature and kind whatsoever, of any governing or governmental agency or authority concerning the demised premises, including, but not limited to, the Condominium Association, Declaration of Condominium, By-Laws and Rules and Regulations.

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DUNEDIN, FLA. 33526

16. POSSESSION INCLUSIVE: Except as herein permitted, the LESSOR further covenants that during the term of this Lease, he will not sign any consent or other instrument in writing whereby any person or corporation other than the LESSEE, or those claiming under them directly or indirectly, acquire the right to use or occupy any easement on, above or under the surface thereof. The LESSOR further covenants that in all cases where such a consent is necessary for the reconstruction, maintenance, operation or proper administration of the Condominium Parcels, the LESSOR shall, upon submission of the necessary instruments to the LESSOR, properly execute and deliver in proper form the necessary consents to the LESSEE.

17. DISBURSEMENT OF REFUND: If, as a result of any legal proceeding pursuant to the provisions hereof, there is a reduction, cancellation, setting aside, or discharge of any tax or assessment previously paid by LESSEE, the refund thereof shall be payable to the LESSEE, and if such refund be made to the LESSOR, then and in that event the LESSOR shall regard such refund as a trust fund and shall immediately pay over the same to the LESSEE.

18. SEVERABILITY OF CONTRACT: If a clause or provision herein contained should be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Lease, or constitute any cause of action in favor of either party as against the other.

19. EXECUTION OF ADDITIONAL INSTRUMENTS: The LESSOR and LESSEE hereby agree to execute and deliver, upon proper notice as set forth elsewhere in this Lease, any and all instruments in writing necessary to carry out any terms, conditions, covenants, and assurances in this Lease.

20. CONDEMNATION:

A. In Whole - If, at any time during the term of this Lease, the whole or materially all of the demised premises shall be taken for any public or quasi-public purpose, by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between LESSOR, LESSEE and those authorized to exercise such right, the right and interest of LESSOR and LESSEE in and to the entire award of the aggregate of any separate awards to LESSOR and LESSEE, shall be as follows:

1) There shall be paid any and all reasonable fees and expenses incurred in collecting the awards.

2) Out of the balance of such award or awards remaining, there shall be paid to the holder of any mortgage deed of trust, or other form of security to which the fee simple title of the above described Condominium Parcels is subject and subordinate, the unpaid principal balance, with interest to the date of such payment.

3) Out of the balance of such award or awards remaining after the payment of the sums set forth in subparagraphs 1) and 2) above, the then current market value of the land (exclusive of improvements thereof) shall be paid to the LESSOR. In the event the value of said land is not judicially determined, or in the event the parties hereto are not able to agree on such value, the value of such land shall be determined by arbitration pursuant to Chapters 682.01 through 682.22 Florida Statutes, or as may

be otherwise designated at such time. The LESSOR and LESSEE shall each select one arbitrator and the two arbitrators so selected shall select a third arbitrator; and the three arbitrators so selected shall fix and determine the value of said land. The decision of the arbitrators shall be exercised by a majority of their number.

4) The balance of such award or awards remaining shall go to the LESSEE.

B. In Part - In the event that only a part of the demised premises shall be so taken, and the part not so taken shall be insufficient for the continued purpose of the demised premises as contemplated by the Lease, the minimum rent payable hereunder shall remain unabated, and the proceeds of the entire award shall be payable to LESSOR.

21. STATEMENT OF CERTIFICATION: LESSEE agrees at any time and from time to time, upon not less than ten (10) days prior written notice by LESSOR to execute, acknowledge and deliver to LESSOR and LESSOR agrees at any time and from time to time, upon not less than ten (10) days prior written request by LESSEE, to execute, acknowledge and deliver to LESSEE, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the dates to which the fixed rent and other charges have been paid in advance, if any, and whether or not there is any existing default other than on any existing mortgage by LESSEE, with respect to any sums of money required to be paid by LESSEE under the terms of this Lease, or notice of default served by LESSOR; it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective or existing mortgagee or assignee of any mortgage upon the leasehold or fee simple estate, or by any prospective assignee or subtenant of the leasehold estate. If any such certification by LESSOR shall allege non-performance by LESSEE, the nature and extent of such non-performance by LESSEE shall, insofar as actually known by LESSOR, be summarized therein. The same duty shall be incumbent upon LESSEE. In the event that either party shall fail to execute, acknowledge and deliver to the other such statement prior to the expiration of the said ten (10) day period, it shall be conclusively presumed a certification that this Lease is unmodified, and in full force and effect, that all rental has been paid to date, and that there is no existing default.

22. APPLICABLE LAW: This Lease shall be construed and interpreted according to the laws of the State of Florida.

23. INCREASE OF RENT: It is understood and agreed by and between the parties hereto that the LESSEE shall pay to the LESSOR the monthly rental as hereinabove set forth, for and during the term of this Lease, except that in December of 1974 and on each December thereafter for each succeeding calendar year, the monthly rental shall be redetermined as provided herein and in the event such redetermined rent shall represent an increase over the monthly base rental as set forth in paragraph 1 above, then such increased rental shall be established as the rental due and payable for and during such year. Such rental shall be determined by dividing the monthly base rental as set forth in paragraph 1 above by the index number for the month of December, 1972, as appears in the Column ALL ITEMS in the Consumer Price Index, as was published and deter-

mined by the Bureau of Labor Statistics, United States Department of Labor; and then multiplying that amount by the corresponding index number for the month of December, 1974, and each subsequent December thereafter. The monthly rental so determined in any given December shall fix the monthly rental for the succeeding year and thereafter until redetermined. The Consumer Price Index referred to as ALL ITEMS Consumer Price Index U. S. (1957-1959 equals 100) (reflecting the change in prices of goods and services purchased by the City wage earner and clerical worker families to maintain their level of living) published by the Bureau of Labor Statistics, United States Department of Labor Bureau of Labor Statistics, shall govern. If the Bureau of Labor Statistics changes the form or basis of the calculation of the Consumer Index, the parties agree to request the Bureau to make available for the life of this Agreement, annual consumer price indexes, in its present form and calculated on the same basis as the index for December, 1972. In the event that the Bureau of Labor Statistics, U. S. Department of Labor, changes its procedure in any manner, such Agency of the U. S. Department of Labor will be the sole judge of the comparability of successive indexes; provided further, that in the event that said Agency cannot supply indexes which are comparable, the Dean of the Department of Business Administration of the University of Florida shall select a method of continuing the intentions of the parties in this paragraph, or as otherwise agreed by both parties in writing; it is further understood and agreed that in the event the Bureau of Labor Statistics, U. S. Department of Labor, should publish corrections of indexes used or to be used in the application of this provision, it is agreed that such corrections shall be taken into account in the final adjustment of the rents as herein provided.

In the event that the Bureau of Labor Statistics of the U. S. Department of Labor cannot supply indexes which are comparable, and in the event that the Dean of the Department of Business Administration of the University of Florida fails or otherwise refuses to select or designate a method of continuing the intention of the parties as set forth in this paragraph, then in such event, the monthly rental to be determined for any such calendar year shall, unless otherwise determined by agreements between the parties hereto, be determined by arbitration pursuant to Florida Statutes Annotated, Chapter 682.01 through 682.22. The LESSOR and the LESSEE shall each select one arbitrator and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators so selected shall fix and determine the rent to be paid by the said LESSEE to the said LESSOR for the ensuing calendar year. The powers of the arbitrators shall be exercised by a majority of their number. The arbitrators shall take into consideration, among other things, the character of the property, its location, the increase or decrease in the price of goods and services purchased by the City wage earner and clerical worker families to maintain their level of living, and the value of the real property, which is the subject matter of this Agreement. The findings of the majority of the arbitrators for each such rental period shall be final and binding upon the parties hereto, and the said LESSEE agrees to pay the said LESSOR the rent so agreed upon and so fixed by the said arbitrators, and the said LESSOR agrees to accept the amount so agreed upon, or the amount so fixed by said arbitrators on said premises for said period. It is agreed between the parties hereto that the minimum monthly rental for any lease year during the term hereof shall be not less than the amount set forth in paragraph 1 hereof.

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ATTORNEYS AT LAW
JINEDIN, FLA. 33328

24. NOTICE TO MORTGAGEE: It is further agreed that notwithstanding the provisions of paragraph 11 herein, if only the leasehold estate has been encumbered by a first mortgage to an institutional mortgagee (institutional mortgagee being defined as Federal Savings and Loan Associations, National Banks, State Banks and Insurance Companies) who has notified the LESSOR of its name and mailing address, no termination of this Lease shall be made unless written notice of the breach has been served on the mortgagee by registered mail, return receipt requested. Said notice may be made, at the option of LESSOR, by an officer authorized by law to serve process in any Court of Record, and the person making such notice shall make proof of such service thereof on a copy of the notice actually served, and deliver said copy to the LESSOR requesting such service. If the breach is of such nature that it cannot be corrected by the mortgagee without securing possession of the premises, the mortgagee shall be and is hereby granted whatever additional time is required to secure possession of the premises and to cure the default.

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

Signed, sealed and delivered in the presence of:

LESSOR

John J. Mark
John J. Mark

John J. Mark
John J. Mark

Catherine A. Mark

Catherine A. Mark
Catherine A. Mark

John J. Mark

LESSEE

Daniel A. Engelhardt

Daniel A. Engelhardt
Daniel A. Engelhardt

Daisy Lee Engelhardt

Daisy Lee Engelhardt
Daisy Lee Engelhardt

Bobbie Stafford

Bobbie Stafford

Bobbie Stafford

Bobbie Stafford

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN J. MARK and CATHERINE A. MARK, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Condominium Lease, and they acknowledged before me that they executed the same freely and voluntarily, and for the uses and purposes therein expressed.

WITNESS my hand and official seal at Milwaukee County of Milwaukee and State of Wisconsin, this 6th day of August, 1973

Rud E. Mitchell
Notary Public

My Commission Expires:

March 30, 1974

STATE OF FLORIDA

ss

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Condominium Lease, and they acknowledged before me that they executed the same freely and voluntarily, and for the uses and purposes therein expressed.

WITNESS my hand and official seal at *Dunedin*, County of *Dunedin*, and State of Florida, this *13th* day of *August*, 1973.

Bobbie Stafford

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 11/11/77
BONDED THRU GENERAL INSURANCE UNDERWRITERS



RECORDED
PINELLAS CO. FLORIDA

Handwritten Signature
CLERK CIRCUIT COURT

AUG 23 4 47 PM '73

This Instrument Prepared By:
G. Penfield Jennings, of
Baird & Jennings
P. O. Box 1194
Dunedin, Fla. 33528

Return

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of August, 1973, by and between SEMINOLE SQUARE APARTMENTS NO. I ASSOCIATION, hereinafter referred to as ASSOCIATION, organized and existing under and by virtue of a certain Declaration of Condominium of SEMINOLE SQUARE APARTMENTS NO. II, a Condominium as recorded in Condominium Plat Book 15, pages 25 and , and in Official Records Book 4070, pages 547 through 576, Public Records of Pinellas County, Florida, and PINELLAS MANAGEMENT, INC. a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as AGENT; and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, his wife, the owners of all of the leasehold estates in the various Condominium Parcels, and being the sole and only member entitled to vote pursuant to the Declaration of Condominium and By-Laws, hereinafter referred to as MEMBER or APARTMENT OWNER:

W I T N E S S E T H:

In consideration of the sum of Ten Dollars (\$10.00) to each in hand paid by the other, the receipt and sufficiency whereof is hereby acknowledged by the execution hereunder, the parties hereto mutually agree as follows:

1. The ASSOCIATION, joined by its MEMBERS, hereby empower, authorize and hire AGENT, and AGENT does hereby assume such obligations for the administration and management of the Condominium property, as more specifically described and set forth in the Declaration of Condominium hereinabove described, pursuant to and by virtue of the authority set forth in Paragraph 9, subparagraph A of the said Declaration of Condominium. The AGENT is hereby empowered with all of the powers, duties, and authorities of the said ASSOCIATION, existing and arising out of and by virtue of the said Declaration of Condominium, including but not limited to AGENT rendering services and duties as follows:

A. On the basis of an operating schedule, job standards, and wage rates existing from time to time, to investigate, hire, pay supervise and discharge the personnel necessary to be employed in order to properly maintain and manage the Condominium property. Such personnel shall in every instance be in the AGENT'S employ. Compensation for the services of such employees shall be considered an operating and common expense of the Condominium.

B. To collect all monthly management fees, due from MEMBERS as determined by AGENT and as hereinafter determined, all sums due from users of garage spaces and from users or lessees of other non-dwelling facilities in the Condominium; also, all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium, maintained primarily for the benefit of the MEMBERS. The AGENT is further authorized to request, demand, collect, receive and receipt for any and all management fees and charges which may at any time be or become due, and to take such action in the name of AGENT, by way of legal process or otherwise, as may be required for the collection of delinquent monthly or special management fees and charges. Owner agrees to pay and be responsible for all court costs including reasonable attorneys' fees in the event the collection

of delinquent monthly management fees or any special assessment is made by an attorney-at-law.

C. To cause the buildings, appurtenances and grounds of the Condominium to be maintained according to reasonably acceptable standards, including but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry and such other normal maintenance and repair work as may be necessary in the reasonable opinion of the AGENT. For any one item of repair or replacement, the expense incurred, in addition to the normal monthly management fee as set and determined in Paragraph 2 hereunder, shall not exceed the sum of Five Hundred Dollars (\$500.00), unless specifically authorized by the ASSOCIATION; except, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the MEMBERS, or required to avoid the suspension of any necessary service to the Condominium, may be made by the AGENT irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the AGENT will, if reasonably possible, confer immediately with the ASSOCIATION regarding any such emergency expenditures.

D. To take such action as may be necessary to comply with any and all orders or requirements affecting the premises placed thereon by a Federal, State, County or Municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitation as provided above, in connection with the making of repairs and alterations. However, AGENT shall not take any action under this paragraph as long as the ASSOCIATION is contesting, or has affirmed its intention to contest any such order or requirements.

E. To make contracts for water, sewer, exterior light garbage collection, exterior electric service, vermin extermination and other necessary services, or such of them as the AGENT shall deem advisable. Also, to place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium. All such contracts and orders shall be made in the name of the AGENT. When taking bids or issuing purchase orders, the AGENT shall be under a duty to secure for and credit to the ASSOCIATION any discounts, commissions, or rebates obtainable as a result of such purchase.

F. AGENT shall cause to be placed and kept in force necessary insurance needed adequately to protect the ASSOCIATION, its members and mortgagees holding mortgages encumbering Condominium Parcels, as their respective interests may appear (or as required by law), including but not limited to, elevator maintenance contract, if applicable, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in the Declaration of Condominium. The AGENT shall investigate and make a report as to all accidents or claims for damage relating to the management, operation and maintenance of the Condominium, including, but not limited to, any damage or destruction to the Condominium, the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

G. From the funds collected and deposited in AGENT'S bank account, AGENT shall cause to be disbursed regularly and punctually:

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 N. FLA. 33528

- 1) salaries and any other compensation due and payable to the employees of the AGENT, and the taxes payable as herein provided,
- 2) fire, extended coverage and liability insurance premiums when the same are due and payable,
- 3) water, sewer and garbage collection charges and fees,
- 4) elevator maintenance fees, if applicable,
- 5) exterior electric service and exterior janitorial service, which shall not include exterior window cleaning,
- 6) lawn and landscaping care,
- 7) AGENT'S fees,
- 8) recreational facilities,
- 9) sums otherwise due and payable as operating expenses authorized to be incurred under the terms of this Agreement and the Declaration of Condominium, as hereinabove referred to.

H. No accounting, operating budget or assessment computation shall be made or required of AGENT as to any of the monies set forth in Paragraph 2 hereunder. The title to and control of such funds shall be that of the AGENT. The parties hereto understand and agree that each Apartment Owner or Member shall pay to the AGENT the monthly management fee as hereinafter set forth for and during the term of this Agreement. The amount of the management fees as set forth herein may be increased from time to time by a corresponding amount of increase in rates or charges for water, sewage and garbage collection or an increase in the fire, extended coverage and liability insurance premiums. In addition, said management fees may be increased from time to time in the manner set forth in the following paragraph.

In December of 1974, the monthly management fee for the succeeding calendar year shall be that sum in monies as hereinafter determined and as redetermined in each December thereafter for each succeeding calendar year as provided herein. Such management fee shall be determined at the option of AGENT by dividing the monthly base management fee, as set forth in Paragraph 2 below by the Index number for the month of December, 1972, as appears in the Column ALL ITEMS, in the Consumer Price Index, as published and determined by the Bureau of Labor Statistics, United States Department of Labor and then multiplying that amount by the corresponding index number of December, 1974, and each subsequent December thereafter. The monthly Management Fee so determined in any given December shall fix the monthly Management Fee for the succeeding year and thereafter until redetermine the Consumer Price Index referred to as ALL ITEMS Consumer Price Index U. S. (1957-1959 equals 100) reflecting the change in prices of goods and services purchased by the City wage earner and clerical worker families to maintain their level of living) published by the Bureau of Labor Statistics, shall govern. If the Bureau of Labor Statistics changes the form or basis of the calculation of the Consumer Index, the parties agree to request the Bureau to make available for the life of this Agreement, annual consumer price indexes, in its present form and calculated on the same basis as the Index for December, 1972. In the event that the Bureau of Labor Statistics, U. S. Department of Labor, changes its procedure in any manner, such Agency of the U. S. Department of Labor will be sole judge of the comparability of successive indexes; provided further that in the event said Agency cannot supply indexes which are comparable, the Dean of the Department of

Business Administration of the University of Florida, shall select a method of continuing the intentions of the parties in this paragraph, or as otherwise agreed by both parties in writing; it is further understood and agreed that in the event the Bureau of Labor Statistics, U. S. Department of Labor, should publish corrections of indexes used or to be used in the application of this provision, it is agreed that such corrections shall be taken into account in the final adjustment of the Management Fees as herein provided.

In the event that the Bureau of Labor Statistics of the U. S. Department of Labor cannot supply Indexes which are comparable, and in the event that the Dean of the Department of Business Administration of the University of Florida fails or otherwise refuses to select or designate a method of continuing the intention of the parties as set forth in this paragraph, then in such event, the Management Fee to be determined for any such calendar year shall, unless otherwise determined by agreement between the parties hereto, be determined by arbitration pursuant to Florida Statutes Annotated, Chapter 682.01 through 682.22. The AGENT and APARTMENT OWNER shall each select one arbitrator and the two arbitrators so selected shall select a third arbitrator and the three arbitrators so selected shall fix and determine the management fee to be paid by the said APARTMENT OWNER to the said AGENT for the ensuing calendar year. The powers of the arbitrators shall be exercised by a majority of their number. The findings of the majority of the arbitrators for each such period shall be final and binding upon the parties hereto, and the said APARTMENT OWNER agrees to pay the said AGENT the management fee so agreed upon and so fixed by the said arbitrators, and the said AGENT agrees to accept the amount so agreed upon, or the amount so fixed by said arbitrators on said premises for said period.

I. The AGENT shall designate, from time to time, parking assignments and handle the renting of other non-dwelling accommodations, arranging for the execution of such leases or permits as may be required.

J. It shall be the duty of the AGENT, at all times during the term of this Agreement, to operate, maintain, and manage the Condominium, according to reasonably generally acceptable standards. The AGENT shall inform all members of such rules, regulations and notices as may be promulgated by the AGENT from time to time. The AGENT shall perform such other acts and deeds as are reasonably necessary and proper in the discharge of its duties under this Agreement.

2. It is understood and agreed by and between all parties hereto that the monthly management fees are hereby set and determined to defray the monthly expenses of Items 1), 2), 3), 4), 5), 6), 8) and 9) of sub-paragraph G of Paragraph 1, above, to be as per Schedule "A" attached hereto and by this reference incorporated herein. The monthly compensation of AGENT shall be the monthly remaining balance after such disbursement, in no event, however, to be less than the sum of Ten Dollars (\$10.00), per month, for each Condominium Parcel or Apartment.

3. In order to facilitate efficient operation, the ASSOCIATION shall furnish the AGENT with a complete set of the

plans and specifications of the Condominium as recorded in the Official Records Book above described, and with the aid of these documents and inspection made by AGENT'S personnel, the AGENT will inform itself with respect to the layout, construction, location, character, plan and operation of the lighting, plumbing and ventilating systems, as well as elevators, if any, and other mechanical equipment in the Condominium. Copies of guarantees and warranties pertinent to the construction of the Condominium, and in force at the time of the execution of this Agreement, shall be furnished to the AGENT.

4. a) Unless cancelled pursuant to sections b) and c) hereunder, this Agreement shall be in effect for a term of twenty-five (25) years from the date of execution hereof. At the expiration of the term of this Agreement, the same shall be renewed automatically for a successive term of ten (10) years unless and except the ASSOCIATION serves written notice of cancellation not later than sixty (60) days prior to the expiration of the original term.

b) This Agreement may only be terminated by mutual agreement of the parties, as of the end of any calendar month, but not without prior written approval of any mortgagee having a first mortgage on any Condominium Parcel contained in said Condominium.

c) In the event a petition in bankruptcy is filed by AGENT, or in the event that he shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement without notice to the other, but prompt advice of such action shall be given in writing to all mortgagees.

d) Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the ASSOCIATION shall furnish the AGENT security, satisfactory to the AGENT, against any outstanding obligations or liabilities which the AGENT may have incurred hereunder.

5. a) This Agreement shall constitute the entire Agreement between the contracting parties, and no variance, modification, amendment, partial or whole assignment, or cancellation of this Agreement shall be valid or enforceable, except by supplemental agreement in writing, executed by and between the ASSOCIATION and the AGENT and approved and consented thereto by any mortgagee having a first mortgage on any Condominium Parcel contained in the Condominium as consideration for any such loan made or agreed to be made by said mortgagee.

b) For the convenience of the parties, this Agreement has been executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself, so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed

this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
[Signature]

[Signature]
[Signature]

AGENT

By [Signature]
President

Attest: [Signature]
Secretary

ASSOCIATION

By [Signature]

Attest: [Signature]

MEMBERS:

[Signature]
Daniel A. Engelhardt

[Signature]
Daisy Lee Engelhardt

STATE OF FLORIDA)

SS

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, as President and Secretary of PINELLAS MANAGEMENT, INC., a Florida corporation, hereinabove referred to as AGENT, and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, as Governors and Chairman and Secretary respectively of SEMINOLE SQUARE APARTMENTS No. II ASSOCIATION, a legal entity, and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, individually and as Vice President and Assistant Secretary of HALLMARK DEVELOPMENT CO., INC., a Florida corporation, hereinabove referred to as MEMBERS, and that they severally acknowledged executing the above instrument in my presence and in the presence of two witnesses, freely and voluntarily under authority duly vested in them and that the seals affixed thereto are the official seals of each such entity.

WITNESS my hand and official seal at Dunedin, Pinellas County, Florida, this 14 day of August 1973.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 11, 1974
BONDED THRU GENERAL INSURANCE UNDERWRITERS



SCHEDULE "A" TO MANAGEMENT AGREEMENT OF
 SEMINOLE SQUARE APARTMENTS NO. II,
 A CONDOMINIUM

<u>APARTMENT</u>	<u>MONTHLY FEE</u>
101	\$58.00
102	50.00
103	55.00
104	55.00
105	48.00
106	48.00
107	48.00
108	55.00
109	55.00
110	58.00
201	58.00
202	50.00
203	55.00
204	55.00
205	48.00
206	48.00
207	55.00
208	55.00
209	55.00
210	58.00
301	58.00
302	50.00
303	55.00
304	55.00
305	48.00
306	48.00
307	55.00
308	55.00
309	55.00
310	58.00

PINELLAS COUNTY
 Clerk Circuit Court

AUG 23 4 47 PM '73

This Instrument Prepared By:
 G. Penfield Jennings, of
 Baird & Jennings
 1960 Bayshore Blvd.
 Dunedin, Fla. 33528

Return

BWG Co

CONDOMINIUM LEASE SERVICING AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of August, 1973, by and between JOHN J. MARK joined by CATHERINE A. MARK, his wife, their heirs, executors, administrators or assigns, hereinafter referred to as "Owners", and PINELLAS MANAGEMENT, INC., a Florida Corporation, hereinafter referred to as "Servicer".

W I T N E S S E T H:

WHEREAS, Servicer represents that it has the requisite facilities, plant, personnel, records and procedures, to be and is engaged as an independent contractor in the servicing of Condominiums and of Condominium Leases; and

WHEREAS, Owners are the owners in fee simple of certain parcels of real property situated in the County of Pinellas, State of Florida, on which there are existing thereon various long term leases; and the parties hereto being desirous of the Servicer servicing and collecting rents and remitting the net monthly rental due thereunder to the Owners;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained on the part of each party to the other, it is agreed as follows:

1. Owners are the owners of the fee simple title in and to various Condominium Parcels of real property upon which there exist various long term Leases, a Schedule of which is attached hereto and by this reference made a part hereof.

2. Continuously from the date hereof, until such time as the term of said Leases has otherwise terminated as is hereinafter provided, Servicer will proceed diligently to collect all rents due or to become due under and by virtue of the terms and conditions of the various Leases hereinabove referred to. Owners agree to make available a copy of each Lease to the Servicer and Servicer hereby agrees to abide by and perform for and on behalf of Owners, all obligations, covenants and promises of Owners, as set forth in such Leases, including, but not limited to full power and authority to approve purchasers of the various Condominium Leasehold Estates.

3. Servicer is under no obligation to make periodic title searches, but regular physical inspection of the property, as is necessary and proper for prudent and acceptable management practices, shall be made.

4. Servicer agrees to remit rent collected each month to Owners in proportion to the percentage of ownership of such Owners, without offset or deduction, on or before the 15th day of each month.

5. Servicer shall maintain records of any transfers of ownership of Leasehold Estates and shall, upon demand, notify Owners of any transfer of ownership of any of the Leasehold Estates when such transfer shall come to the Servicer's knowledge

6. So long as this Agreement remains in full force and

effect, the Owners, or any agent thereof, shall not directly or through any means whatsoever, collect any sum or sums due to such Owners under and by virtue of said Leases.

7. It is understood and agreed that additional Leases may be submitted to the Servicer under the terms and conditions of this Agreement, by notification thereof from Owners to Servicer, together with a list of the legal descriptions of such properties, the street addresses and copies of the various Leases. A letter accepting the servicing thereof given by Servicer to Owners shall bring such Leases within the terms and conditions of this Agreement.

8. This Agreement may be terminated by either party hereto by ten (10) days notice in writing if a Receiver, Conservator or Trustee be appointed over the assets of Servicer by any court of competent jurisdiction, or if any assignment of all of Servicer's assets be made, or if any proceedings be instituted by or against the Servicer whereby the conduct or affairs of the Servicer shall be subject to the order of any court or officer thereof. This Agreement may be terminated by Owners by giving ninety (90) days notice in writing to Servicer, by certified or registered mail, provided that all Owners, or their heirs, administrators, executors, or assigns, agree to such cancellation or termination, and all said Owners agree in writing to the successor or alternate Servicer, and that the transfer of the servicing is done and performed without interruption of services to the Lessee. All notices shall also be made in writing to all Lessees, their heirs, administrators, executors, or assigns.

9. This Agreement may be recorded among the Public Records of Pinellas County, Florida, and upon recording, any person or persons may rely upon the terms and conditions hereof. Any modifications or cancellations of this Agreement must also be recorded among the Public Records of Pinellas County, Florida, failing which, any person, persons or corporations dealing with either party hereto shall not be bound by the terms and conditions of any such cancellation, or modification, except upon actual knowledge thereof.

10. In the event any Lessees, their heirs, executors, administrators, or assigns, make each installment of rents to Servicer monthly as the same become due, the failure of Servicer to remit any part or all of such rents due to the Owners shall not be construed by Owners, their heirs, executors, administrators, or assigns, as a default of such Lease Agreement. Further, in the event Owners fail to receive any portion of the monthly installments of rent actually collected by Servicer, Owners shall be under an obligation to notify the Lessees of such default, and thereafter, said Lessees shall make all of the future rent payments due monthly direct to the Owners or as otherwise designated. Failure to pay direct or as otherwise designated shall then be construed as a default under and by the terms of each of said Lease Agreements. Also Owners are hereby estopped to collect rents properly paid by each of said Lessees and not received by the Owners, except for installments due by the Lessees to the Owners as hereinabove provided.

IN WITNESS WHEREOF, the parties hereto have hereunto

SCHEDULE OF CONDOMINIUM PARCELS, SEMINOLE
SQUARE APARTMENTS II, A CONDOMINIUM

APARTMENT

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