

7094075.9

Re: 71027122

~~O.R. 3317 PAGE 499~~

50

CLERK OF THE CIRCUIT COURT  
PINELLAS COUNTY, FLORIDA  
Harold Hullenbauer

O.R. 3501 PAGE 945

APR 29 8 46 AM '70

DECLARATION OF CONDOMINIUM

OF

HEATHER HILL APARTMENTS NO. 1

RECORDED  
PINELLAS CO. FLORIDA  
HAROLD HULLENBAUER, CLERK

MAR 12 3 44 PM '71

DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, his wife, 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:

Begin at the NW corner of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 26, Township 28 South, Range 15 East and run thence S 88°59'29" E 654.85 feet; thence S 0°18'45" E 270.0 feet; thence N 88°59'29" W 135.0 feet; thence N 0°18'45" W 30.0 feet; thence N 88°59'29" W 519.82 feet; thence N 0°19'33" W, along the 40 acre line, 240.0 feet to the P.O.B. LESS the Westerly 40.0 feet for Road Right of Way,

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 hereafter be known as HEATHER HILL APARTMENTS NO. 1, A CONDOMINIUM.

3. CONDOMINIUM ASSOCIATION NAME - The name of the Condominium Association herein formed shall be HEATHER HILL APARTMENTS NO. 1 ASSOCIATION. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Laws of Florida, 1963, Section 12, as amended. This Association shall have all of the powers and duties set forth in the said Condominium Act, except as limited by this Declaration and By-Laws, and shall have all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws, as the same may be amended from time to time. The power of this Association to purchase an apartment of the Condominium shall be unlimited. The operation of this Condominium Association shall be governed by the By-Laws attached hereto as Exhibit "A", the same being incorporated herein by this reference as though set forth in full.

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 containing the apartment that lies within the boundaries of

This instrument was prepared by:  
JOHN A. RHOADES, JR.

Attorney at Law  
6641 Central Avenue  
Post Office Box 13209  
St. Petersburg, Florida 33733

CONDOMINIUM PLATS PERTAINING  
HERETO ARE RECORDED IN  
CONDOMINIUM PLAT BOOK 5  
PAGES 161 THROUGH 165

Vertical text on the left margin: ... scrivener's typographical error at O.R. 3317, pages 501 and 503

such, apartment, which boundaries 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) Upper Boundary - The horizontal plane of the under surface of the chords of the roof trusses which serve as ceiling joists.

b) Lower Boundary - The horizontal plane of the lower surfaces of the floor concrete slab.

2) Perimetrical Boundaries - The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries.

a) Exterior Building Walls - The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a courtyard or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

b) Interior Building Walls - The vertical planes of the center lines of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

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 apartments.

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.

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 shall 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 and includes 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 "D". 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 "C".

Each Condominium Apartment is identified by a number as shown on said documents attached hereto as Exhibit "D", 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:

BLDG. NO.	APT. NO.	%	BLDG. NO.	APT. NO.	%
E	1	.027	D	3	.027
E	2	.018	D	4	.024
E	3	.019	D	5	.028
E	4	.024	G	1	.028
E	5	.029	G	2	.024
F	1	.029	G	3	.019
F	2	.025	G	4	.019
F	3	.028	G	5	.028
F	4	.028	H	1	.025
F	5	.026	H	2	.028
I	1	.030	H	3	.028
I	2	.028	H	4	.025
I	3	.020	H	5	.029
I	4	.020	J	1	.030
I	5	.025	J	2	.029
I	6	.029	J	3	.025
I	7	.029	J	4	.020
D	1	.026	J	5	.020
D	2	.027	J	6	.028
			J	7	.029

Copy 1, Apt. 6 and Bldg. J, Apt. 2, have been corrected from .028 to .029, to correct scrivener's typographical error.

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, sublease, 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 excepting the portion to be maintained, repaired and replaced by the Association, which 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 as the case may be, 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 maintained primarily for the benefit of Members.

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 adequately to protect the Association, its members and mortgagees holding mortgages covering Condominium parcels, as their respective interest may appear (or as required by law), 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 said 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, as more specifically set forth in the By-Laws, 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>BLDG. NO.</u>	<u>APT. NO.</u>	<u>%</u>	<u>BLDG. NO.</u>	<u>APT. NO.</u>	<u>%</u>
E	1	.027	D	3	.027
E	2	.018	D	4	.024
E	3	.019	D	5	.028
E	4	.024	G	1	.028
E	5	.029	G	2	.024
F	1	.029	G	3	.019
F	2	.025	G	4	.019
F	3	.028	G	5	.028
F	4	.028	H	1	.025
F	5	.026	H	2	.028
I	1	.030	H	3	.028
I	2	.028	H	4	.025
I	3	.020	H	5	.029
I	4	.020	J	1	.030
I	5	.025	J	2	.029
I	6	.029	J	3	.025
I	7	.029	J	4	.020
D	1	.026	J	5	.020
D	2	.027	J	6	.028
			J	7	.029

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.

from .028 to .029, to correct scrivener's typographical error.

D. 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 (8%) percent 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 lien upon each such Condominium Parcel shall be effective after recording in the Public Records of Pinellas County, Florida, and a proper claim of lien in the name of the Association or its delegate. Said claim of lien shall state the amount due, and the date when due, a description of the Condominium Parcel, and the name of the record owner. Said 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, by and through its Board of Governors, is hereby vested with power to delegate its powers, duties and authority granted by this Declaration of Condominium, 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. That management costs and fees as may be contained in such 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 "A" attached hereto and made a part hereof, sets forth the existing By-Laws of the Association by which it shall be governed, provided that the said By-Laws may be amended in accordance with the provisions of this Declaration of Condominium.

2) Rules and Regulations - Exhibit "B", attached hereto and made a part hereof as if set forth in full herein, 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, excepting 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 mortgage 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 (80%) percent of the insurable replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand (\$1,000.00) Dollars deduction shall be deemed satisfactory.

All policies issued and renewals thereof on said Condominium Property, and all improvements to the amount of eighty (80%) percent 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, as their respective interest may appear.

In the event that a Condominium parcel, or Parcels, 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 and/or rebuilding of the building, or buildings or improvements, so damaged or destroyed, with a building or buildings or improvements substantially in conformity with the original building or buildings or improvements.

The building or buildings 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 (50%) percent of the permanent building or buildings contained within the Condominium property by fire or other perils, and all persons entitled to vote on Amendments to the Declaration of Condominium and By-Laws, as provided in paragraph 15 herein, shall so 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 or companies, 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 of which the Apartment Owner has the responsibility to maintain, in accordance with paragraph 7, sub-paragraph A above, such owner or owners of the apartment or apartments so damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair; providing, however, that in the event said Condominium Parcel Owners fail to so repair the damage, the Association or its delegate may pay for the repairs and assess the costs therefor against such Condominium Parcel Owner, 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, or any portion of a Parcel may be sold or otherwise transferred, without first amending this Declaration of Condominium to show the change in the apartments to be affected.

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, and the apartment building in useful condition exists upon the land, which provision 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, excepting 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, excepting 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 such 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, presently being Chapter 57.10 through 57.31 Florida Statutes Annotated.

That 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.

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:

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, presently being Chapter 57.10 through 57.31 Florida Statutes Annotated.

That 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, excepting 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 (70%) percent of the purchase price. The approval of any other mortgage shall be upon the terms and conditions as determined 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 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, provided 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 proceedings 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/or By-Laws may be amended in the following manner:

A. Proposals - Amendments to the Declaration of Condominium and/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:

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 and/or By-Laws must be approved by seventy-five (75%) percent of said owners, providing that the holders of all liens as described in Paragraph 13 D above affecting any of the condominium parcels consent thereto or agree; provided, however, that each condominium parcel shall be entitled to one vote for the owner of the leasehold estate and one vote for the fee simple owner. Providing further, that in the event one or more persons are owners in fee simple of one condominium parcel, or more than one condominium parcel, 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 and/or By-Laws, the Association, through its officers, 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 all of the provisions contained therein.

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.

~~O.R. 3317 PAGE 511~~

18. RESIDENT AGENT - The Resident Agent of the Association to receive service of process is JOHN A. RHOADES, JR., whose business address is: 6641 Central Avenue, St. Petersburg, Florida; who shall serve until he resigns, but shall serve after resignation until his replacement has been designated by the Board of Governors, and the name and residence address of the replacement agent are 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 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 persons:

<u>NAME</u>	<u>ADDRESS</u>
Daniel A. Engelhardt	P. O. Box 609 Dunedin, Florida 33528
Daisy Lee Engelhardt	P. O. Box 609 Dunedin, Florida 33528
John A. Rhoades, Jr.	P. O. Box 13209 St. Petersburg, Florida 33710

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 avail itself of the privilege of delegating and contracting all of its managerial duties, powers and authorities, as provided for in paragraph 9, sub-paragraph A of this Declaration of Condominium, then and in such event, 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 void 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, excepting 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 who 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 hereinabove set forth and created by virtue of this Declaration of Condominium, shall be and the same is hereby authorized and empowered, from time to time, and subsequent to the recording of this Declaration of Condominium, to acquire and/or enter into agreements whereby the Association acquires leasehold membership and/or other possessory or use interest in lands and/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 possessory or use interest in lands or facilities so acquired shall be an equal common expense as hereinabove set forth. Providing further, that in the event this Association acquires such possessory or use interest in common with another Condominium or Condominiums, that 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 and the same 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. That, 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 expenses of the maintenance thereof. That 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, agreements or otherwise, entered into by virtue of this paragraph of the Declaration of Condominium, shall be approved by not less than the majority of the Board of Governors of the Association. That the agreements, conveyances, or otherwise, should 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.

That 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.

22. TERMINATION - All of the unit owners in fee simple, and all of the owners of leasehold estates having an original term of ten (10) years or more, may remove the Condominium Property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, by an instrument to that effect duly recorded. Providing further, that all the holders

of all mortgage liens affecting any of the Condominium Parcels must consent thereto and agree by joining in the instrument duly recorded. That their liens shall thereupon be transferred to the percentage of the undivided interest of the unit owner in the property as hereinafter provided.

Upon removal of the Condominium property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, the Condominium property shall be deemed to be owned in common by the unit owners. Unless otherwise provided in the Declaration of Condominium, the undivided interest in the property owned in common by each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered into this 29th day of April, 1970.

Signed, sealed and delivered in the presence of:

Mary Jane Colson Daniel A. Engelhardt  
Daniel A. Engelhardt

Arleta L. Rhoades

Mary Jane Colson Daisy Lee Engelhardt  
Daisy Lee Engelhardt

Arleta L. Rhoades

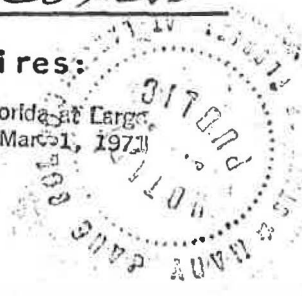
STATE OF FLORIDA  
COUNTY OF PINELLAS, ss:

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 persons described in and who executed the foregoing Declaration of Condominium 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 St. Petersburg, Florida on this the 29th day of April, 1970.

Mary Jane Colson  
Notary Public  
My commission expires:

Notary Public, State of Florida at Large  
My commission expires March 31, 1971



## BY-LAWS

## OF

## HEATHER HILL APARTMENTS NO. 1 ASSOCIATION

1. OFFICE - The office of the Association shall be:  
6641 Central Avenue, St. Petersburg, Florida  
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 transacted by the members;  
provided, however, that in no event shall there be more than one  
vote cast for each Condominium parcel, excepting 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 otherwise  
designated during the month of December by proper notice to the  
members, given by the Chairman or Vice-Chairman, as set forth in  
sub-paragraph C hereof, for the purpose of electing governors after  
the expiration of the original term, as set forth 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 such annual meeting shall be called until  
the expiration of the original term of the Board of Governors,  
excepting 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. Such 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 per-  
sons entitled to cast a majority of the votes of the entire member-  
ship. 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 such 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 said 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 and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such 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 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, excepting 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 - excepting 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, providing 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 of 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 (80%) percent 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 (90%) percent of the votes of the entire membership entitled to vote. In the event such Governor or Governors are removed, then and in such event, a new Governor or Governors shall be elected according to Paragraph 5, sub-paragraph B, to fill the unexpired term of such Governor or Governors.

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 of the Governors 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 to such contractor 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 the Chairman, who shall be a Governor, a Vice-Chairman, who shall be a Governor, and a Secretary --- Treasurer, who 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, in the absence or disability of the Chairman, exercise the powers and perform the duties of the Chairman, and 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 serving 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 a 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 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 (80%) percent 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 (90%) percent 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. Such an 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 - Excepting 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, excepting for the provision 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 - That such 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. That each apartment owner shall be notified of such amount, computed on a 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.

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

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number.
2. Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment; and maintain and repair the fixtures therein. To promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as hallways, etc., landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise. Occupants who have a courtyard attached to their apartment agree to properly maintain the interest of the courtyard in regard to landscaping and trees in a reasonable manner. Additional plantings may be made but must be maintained in a manner acceptable to the Management Company. In the event Occupant vacates his property for a considerable length of time, arrangements must be made for the maintenance of the courtyard in a manner acceptable to the Management Company.
3. Each apartment shall be used only for the purpose of single family residence of persons over the age of eighteen (18) years, and for no other purpose whatever; and each apartment occupant shall maintain his apartment in a clean and sanitary manner. Porches 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 occupant's apartment or in the courtyard, excepting in the laundry room.
4. A pet owned at the time of the purchase of an Apartment may be allowed in Buildings D, E, F, and G provided the Occupant agrees to the "Pet Addition to Contract" and abides by the rules of the Contract. This provision applies to original Occupant only and in the event of death of such pet, no other pet may be allowed in said apartment.
5. Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other item whatsoever, and no alteration may be made of any interior boundary wall, without first obtaining written approval of the Condominium Association or management corporation and whenever there is a courtyard attached to an Apartment, the exterior painting and alterations as may be required from time to time shall be done with the costs being the responsibility of the apartment owner, but prior written approval of the Condominium Association or management corporation must be obtained prior to making any painting, repairs or alterations, and the same shall at all times be within the harmony and general appearance of all condominium parcels.
6. 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 suffer 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.
7. No radio or television antenna or antennas, or any wiring for any such purpose 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.

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

9. 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.

10. No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or 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.

11. Each owner has the right to sell or lease his apartment provided that the proposed purchaser, or lessee, is first approved by the Condominium Association or management corporation. Each new owner shall be bound by the provisions of the Condominium Declaration and these Rules and Regulations.

12. All official notices of HEATHER HILL APARTMENTS NO. 1 Association or of the Management Corporation, HEATHER HILL MANAGEMENT, INC. shall bear the signature of DANIEL A. ENGELHARDT or JOHN J. MARK and the official seal of the said Association and/or Management Corporation. Except as otherwise required by the By-Laws of the Association, all such notices shall be mailed to each member at the address on file and recorded for such purposes with the Association and Management Corporation. No member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail or otherwise circulate it to other members, which purports or represents to be, an official act or notice of the Association or Management Corporation. Notices of a social nature or purpose by a member in his capacity as a member, to other members are specifically excluded, provided that all such notices shall bear the signature of the member or members making or uttering such notices and shall be fully responsible for the contents thereof.

AFFIDAVIT

STATE OF FLORIDA        )  
                                  )    ss:  
COUNTY OF PINELLAS    )

I HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, **LEO BUTLER** who, after being first duly sworn as required by law, deposes and says as follows:

I am a Registered Land Surveyor # 78 , and a Registered Certified Civil Engineer # 1468 , authorized to practice in the State of Florida, and do hereby certify that from the survey, building plans, floor plans, map, sketches, and together with the wording of the Declaration of Condominium of **HEATHER HILL APARTMENTS NO. 1** constitutes a correct representation of the improvements described as it now exists, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each Condominium Parcel in said Condominium.

AND FURTHER AFFIANT SAITH NAUGHT.



Sworn to and subscribed before me this 15<sup>th</sup> day of April, 1970.

Sharon L. Nixon  
Notary Public  
My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 4, 1974  
RENDERED BY FRED W. DIESTELHORST



RECORDED  
PINELLAS CO., FLORIDA  
*Harold W. Dumas*  
CLERK CIRCUIT COURT

JUN 24 9 59 AM '70

MODIFICATION OF MANAGEMENT AGREEMENT

THIS MODIFICATION AGREEMENT, Made and entered into this 22nd day of June, 1970, by and between HEATHER HILL APARTMENTS NO. 1 ASSOCIATION, hereinafter referred to as ASSOCIATION, organized and existing under and by virtue of a certain Declaration of Condominium of HEATHER HILL APARTMENTS NO. 1, A Condominium, as recorded in Condominium Plat Book 5, page 61 and in Official Records Book 3317, pages 499 through 528, Public Records of Pinellas County, Florida, and HEATHER HILLS MANAGEMENT, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as AGENT:

W I T N E S S E T H

THAT WHEREAS, on the 28th day of April, 1970, ASSOCIATION and AGENT entered into a Management Agreement, the same being recorded in Official Records Book 3317, page 961, Public Records of Pinellas County, Florida,

AND WHEREAS, the Parties hereto, in modifying and amending said Management Agreement, do hereby agree as follows:

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by the execution of the parties hereunder, it is modified and amended as follows:

3. It is agreed that this agreement shall not be assignable in whole or in part by AGENT, except upon the prior written approval of the ASSOCIATION and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, if the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO has any construction mortgage or any mortgage liens on any one or more condominium parcels in the above referenced condominium.

It is the intention and agreement of the parties hereto, that the clarification and amendments hereinabove provided shall relate to and take effect from the date of said original Management Agreement and that excepting as hereinabove provided, the said Management Agreement is otherwise in full force and effect.

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:

*Mary Ann Colan*  
*Harold J. Dumas*

ASSOCIATION:  
HEATHER HILL APARTMENTS NO. 1  
ASSOCIATION

By *Harold W. Dumas*

Attest: *John A. Rhoades, Jr.*

AGENT:  
HEATHER HILL MANAGEMENT, INC.

By *Harold W. Dumas*

Attest: *John A. Rhoades, Jr.*

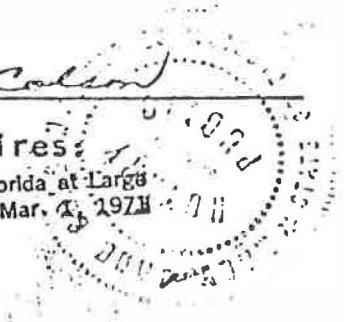
STATE OF FLORIDA        )  
                                  )    ss:  
COUNTY OF PINELLAS    )

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 JOHN A. RHOADES, JR., as Governors and Chairman and Secretary of HEATHER HILL APARTMENTS NO. 1 ASSOCIATION

a legal entity, and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, as President and Secretary of HEATHER HILL MANAGEMENT, INC., a Florida corporation, to me known to be the individuals described in and who executed the foregoing Modification of Management Agreement, 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 St. Petersburg, Florida, on this the 22<sup>nd</sup> day of June, 1970.

*Mary Jane Coleman*  
NOTARY PUBLIC  
My Commission expires *11-01-71*  
Notary Public, State of Florida at Large  
My commission expires Mar. 1, 1971



71027423

~~3317~~ PAGE ~~961~~

RECORDED  
PINELLAS COUNTY, FLORIDA  
CLERK CIRCUIT COURT

APR 29 9 56 AM '70

~~3501~~ PAGE ~~969~~

MANAGEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 28th day of April, 1970, by and between HEATHER HILL APARTMENTS NO. 1 ASSOCIATION hereinafter referred to as ASSOCIATION, organized and existing under and by virtue of a certain Declaration of Condominium of HEATHER HILL APARTMENTS NO. 1, a Condominium, as recorded in Condominium Plat Book, 5, pages 61, and in Official Records Book 3317, pages 499, through 528, Public Records of Pinellas County, Florida, and HEATHER HILL MANAGEMENT, INC., a corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as AGENT; and 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 (\$10.00) Dollars 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. That 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, sub-paragraph A of the said Declaration of Condominium. That the said 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, 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. 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,

This instrument was prepared by:  
John A. Rhoads, Jr., Attorney  
6641 Central Avenue  
P. O. Box 13209  
St. Petersburg, Florida 33733  
Phone: 347-1293

MAR 12 3 44 PM '71

RECORDED  
PINELLAS COUNTY, FLORIDA  
HAROLD MULLENBURE, CLERK

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 attorney fees in the event the collection of delinquent monthly management fees or any special assessment is made by an Attorney at Law.

C. 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 (\$500.00) Dollars, unless specifically authorized by the ASSOCIATION, excepting, 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 at all possible, confer immediately with the ASSOCIATION regarding any such emergency expenditures.

D. 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. The AGENT, however, 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. Make contracts for water, sewer, exterior lights, garbage collection, exterior electric service, vermin extermination and other necessary services, or such of them as the AGENT shall deem advisable. Also 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 interest 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, he shall cause to be disbursed regularly and punctually

- 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, in 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 moneys set forth in paragraph 2 hereunder. That the title to and control of such funds shall be that of AGENTS. The amount of the management fees set forth in paragraph 2 hereunder may be increased from time to time by a corresponding amount of increase in rates or charges for water, sewer and garbage collection, or an increase in the fire and extended coverage and liability insurance premiums.

It is understood and agreed by and between the parties hereto 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, excepting that in December of 1972, the monthly Management Fee for the succeeding calendar year shall be that sum in monies as hereinafter determined, and re-determined on each December thereafter, for each succeeding calendar year, as hereinafter provided. Such management fee shall be determined at the option of either APARTMENT OWNER or AGENT by dividing the monthly base management fee, as set forth in paragraph 2 below, by the Index number for the month of February 1970 (132.5), as appears in the Column ALL ITEMS, in the Consumer Price Index, as was published and determined 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 1972, and each subsequent December thereafter. That the monthly Management Fee so determined in any given December shall fix the monthly Management Fee for the succeeding year and thereafter until re-determined. 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 February 1970. 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, providing 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 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 57.10 through 57.31. That 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 see that all members are informed with respect to such rules, regulations and notices as may be promulgated by the AGENT from time to time. The AGENT shall be expected to 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 be and the same 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 as though set forth at length 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. It is agreed that this agreement shall not be assignable in whole or in part by AGENT, except upon the prior written approval of the ASSOCIATION and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO, if the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LARGO has any mortgage liens on any one or more Condominium Parcels in the above referenced Condominium.

4. 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, heating, 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.

5. 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.

6. 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:

Mary Jane Colson

Anita L. Rhoades

Mary Jane Colson

Anita L. Rhoades

Mary Jane Colson

Anita L. Rhoades

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF PINELLAS )

AGENT  
By [Signature]  
Attest: [Signature]

ASSOCIATION  
By [Signature]  
Attest: [Signature]

MEMBER: HALLMARK DEVELOPMENT COMPANY, II  
BY [Signature]  
Attest: [Signature]

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, as President and Secretary of HEATHER HILL MANAGEMENT, INC., a Florida corporation, hereinabove referred to as AGENT, and DANIEL A. ENGELHARDT and JOHN A. RHOADES, JR., as Governors and Chairman and Secretary respectively of HEATHER HILL APARTMENTS NO. 1 ASSOCIATION, a legal entity, and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT as President and Assistant Secretary of HALLMARK DEVELOPMENT COMPANY, INC., a Wisconsin corporation, hereinabove referred to as MEMBER, 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 St. Petersburg, Florida, this 29th day of April, 1970.

Mary Jane Colson  
NOTARY PUBLIC  
My Commission expires:  
Notary Public, State of Florida at Large  
My commission expires Mar. 1, 1971

MONTHLY MANAGEMENT FEES

<u>BLDG. NO.</u>	<u>APT. NO.</u>	<u>FEE</u>	<u>BLDG. NO.</u>	<u>APT. NO.</u>	<u>FEE</u>
E	1	\$35.00	D	4	\$31.50
E	2	24.00	D	5	37.00
E	3	25.50	G	1	37.00
E	4	31.50	G	2	31.50
E	5	36.25	G	3	25.50
F	1	38.00	G	4	25.50
F	2	32.50	G	5	36.00
F	3	36.00	H	1	33.00
F	4	36.00	H	2	36.00
F	5	33.75	H	3	36.00
I	1	39.25	H	4	32.50
I	2	36.00	H	5	38.00
I	3	26.50	J	1	39.25
I	4	26.50	J	2	37.25
I	5	32.50	J	3	32.50
I	6	37.25	J	4	26.50
I	7	38.25	J	5	26.50
D	1	34.00	J	6	36.00
D	2	35.00	J	7	38.25
D	3	35.00			

copy. r, mpv. c is corrected from #22.00 to \$22.00 to correct scrivener's typographical error.



RECORDED  
PINELLAS COUNTY, FLORIDA  
HAROLD W. JULLIEN  
CLERK CIRCUIT COURT

MODIFICATION OF CONDOMINIUM LEASE

JUN 24 9 52 AM '70

THIS MODIFICATION AGREEMENT, Made and entered into this 27<sup>th</sup> day of June, 1970, by and between DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, 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 HALLMARK DEVELOPMENT COMPANY, INC., a Wisconsin corporation authorized to engage in business in the State of Florida, hereinafter called the "LESSEE" (which expression shall include its successors and assigns, when the context so requires and/or admits);

W I T N E S S E T H:

THAT WHEREAS, On the 29th day of April, 1970, LESSORS and LESSEE entered into certain CONDOMINIUM LEASES, the same being recorded in Official Records Book 3317, pages 499 through 528, Public Records of Pinellas County, Florida,

AND WHEREAS, the Parties hereto, in order to amend each Condominium Lease, do hereby agree as follows:

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by the execution of the parties hereunder, it is understood and agreed that Paragraph 24 (NOTICE TO MORTGAGEE) of each of said Condominium Leases as set forth on the said attached schedule, the same being incorporated herein by this reference as if set forth in full, be and the same are hereby amended and modified as follows:

" 24. NOTICE TO MORTGAGEE - It is further agreed that not withstanding 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 LESSORS 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 LESSORS, by any officer authorized by Law to serve process in any Court of Records, 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 LESSORS requesting such service. If the breach is of such a 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.

"It is further agreed that in the event the nature of the default is non-payment of the rent hereinabove reserved, then and in such event, LESSORS hereby waive the lease payments in arrears and for an additional term of nine (9) months, or for the period of the time necessary to foreclose the mortgage or acquire title to the Leasehold Estate by a deed in lieu of foreclosure, whichever is sooner. It is agreed the LESSORS' waiver of rent is conditioned upon the mortgagee properly exercising its remedy to foreclose after said notice of default in payment of the rent."

It is the intention and agreement of the parties hereto, that the clarifications and amendments hereinabove provided shall relate to and take effect from the date of said original CONDOMINIUM LEASE, and that excepting as hereinabove provided, the said CONDOMINIUM LEASE is otherwise in full force and effect.

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:

Mary Jane Colson  
Stuvia P.T.  
As to Lessors

LESSORS:  
[Signature] (SEAL)  
Daniel A. Engelhardt  
[Signature] (SEAL)  
Daisy Lee Engelhardt

LESSEE:  
HALLMARK DEVELOPMENT COMPANY, INC.  
By [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary



STATE OF FLORIDA  
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; and DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, as Vice President and Assistant Secretary, respectively, of HALLMARK DEVELOPMENT COMPANY, INC., a Wisconsin corporation authorized to engage in business in the State of Florida, to me known and known to me to be the persons described in and who executed the foregoing MODIFICATION OF CONDOMINIUM LEASE and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.  
WITNESS my hand and seal on the 22<sup>nd</sup> day of June, 1970, at St. Petersburg, Florida.

Mary Jane Colson  
Notary Public

My commission expires:  
Notary Public, State of Florida at Largo  
My commission expires Mar. 1, 1971.

3

Pro

CONDOMINIUM LEASE SERVICING AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, <sup>his wife,</sup> their heirs, executors, administrators or assigns, hereinafter referred to as "OWNERS", and HEATHER HILL 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 one hundred (100) year 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 sum of One (\$1.00) Dollar to each in hand paid, the receipt and sufficiency whereof is acknowledged by the execution hereunder, and in consideration of the mutual covenants and conditions,

IT IS AGREED AS FOLLOWS:

1. That 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 as if set forth in full herein.

2. It is agreed that 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. It is understood and agreed that SERVICER is under no obligation to make periodic title searches, but that 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 Estate, 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

This Instrument was prepared by:  
John A. Rhoades, Jr., Attorney  
6641 Central Avenue  
P.O. Box 13209  
St. Petersburg, Florida 33733  
Phone: 347-1293

means whatsoever, collect any sum or sums due to such OWNERS under and by virtue of said leases.

7. It is understood and agreed by the parties hereto 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. It is agreed that all notices, as above provided, shall also be made in writing to all Lessees, their heirs, administrators, executors or assigns.

9. It is agreed that this Agreement may be recorded among the Public Records of Pinellas County, Florida, and that upon such recording that any person or persons may rely upon the terms and conditions hereof. That any modifications, alterations or amendments or cancellation of this Agreement, or any part thereof, must also be recorded among the Public Records of Pinellas County, Florida, failing which any person, persons or corporation dealing with either party hereto shall not be bound by the terms and conditions of any such cancellation, alteration, modification or amendment, excepting upon actual knowledge.

10. It is understood and agreed that 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. Providing further, that in the event OWNERS fail to receive any part or all of the monthly installments of rent actually collected by SERVICER, OWNERS shall be under an obligation to notify the Lessees of such default, and that 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, as provided, shall then be construed as a default under and by the terms of each of said Lease Agreements. Providing further, that OWNERS are hereby estopped to collect, in any manner, rents properly paid by each of said Lessees and not received by the OWNERS, excepting for installments due by the Lessees to the OWNERS as hereinabove provided.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at

, Florida.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

OWNERS:

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

SERVICER:

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Attest: \_\_\_\_\_

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 hereinabove referred to as OWNERS, and \_\_\_\_\_ and \_\_\_\_\_ as President and \_\_\_\_\_, respectively of HEATHER HILL MANAGEMENT, INC. Florida corporation, hereinabove referred to as SERVICER, and that they severally acknowledged before me that they executed the above instrument in the presence of two witnesses, freely and voluntarily, and that said corporation was duly vested with such power so to do, and that the seal affixed is the official seal of said corporation.

WITNESS My hand and official seal at \_\_\_\_\_, Florida,  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

APT. NO. \_\_\_\_\_

BLDG. NO. \_\_\_\_\_

HHA - 1

CONDOMINIUM LEASE

THIS AGREEMENT, Made and entered into this 29th day of April, 1970, by and between DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, 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 HALLMARK DEVELOPMENT COMPANY, INC., a Wisconsin corporation authorized to engage in business in the State of Florida, hereinafter called the "LESSEE" (which expression shall include its 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:

That certain Condominium parcel composed of Building No. \_\_\_\_\_, Apartment No. \_\_\_\_\_, together with an undivided interest or share in the common elements appurtenant thereto, in accordance with, and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of HEATHER HILL APARTMENTS NO. 1, a Condominium as recorded in Condominium Plat Book \_\_\_\_\_ pages \_\_\_\_\_, and in Official Records Book \_\_\_\_\_ pages \_\_\_\_\_ through \_\_\_\_\_, Public Records of Pinellas County, Florida.

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 29th day of April, 1970 and ending on the 28th day of April, 2070, at twelve (12:00) noon, on that day, unless sooner terminated as herein provided.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. RENT:

A. The LESSEE agrees, commencing on the first day of each and every month during the term hereof, to pay therefor a monthly net rental in the amount of Fifteen and no/100 Dollars (\$15.00), said minimum monthly rental to be paid in advance without any deductions or abatements whatever.

B. The LESSEE shall, during the term hereby granted, pay to the LESSOR the rent herein reserved, additional rent, if any, and all such other sums as may become payable on account of the LESSEE'S default in the observance of any of the covenants herein contained on the LESSEE'S part to be performed at the time and in the manner provided herein. Any and all payments due under this lease shall be made in legal tender of the United States of America at such place as is designated from time to time in writing by LESSOR.

2. LATE CHARGE PROVISION - It is agreed that LESSOR may charge and collect a "late charge" not to exceed twelve (\$.12) cents for each dollar of each payment more than ten (10) days in arrears, to

This instrument was prepared by:  
JOHN A. RHOADES, JR.  
Attorney at Law  
6641 Central Avenue  
Post Office Box 13209  
St. Petersburg, Florida 33733  
Phone: 347-1293

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 EXPENSE - NET LEASE -

The LESSEE shall, during the term aforesaid, pay and discharge when the same become due, all costs, charges and expenses of heat, light, taxes, ad valorem taxes, special assessments, or Condominium assessments of any kind or nature, in any building or buildings, or any part thereof, usual or unusual, extraordinary as well as ordinary, which shall, during the term hereby demised, be imposed upon or become due and payable or become a lien upon the premises, or any part thereof, or the sidewalks or streets in front of the same, by virtue of any present or any 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 will, upon notice of request, 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 buildings thereon, and in case any such taxes, assessments or other charges shall, as a result of such proceedings or otherwise, be reduced, set aside, cancelled, or to any extent discharged, the LESSEE shall pay the amount that shall be finally assessed or imposed against the premises as adjudicated to be due and payable on any such disputed or contested items. 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. 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 in the future be levied upon the LESSOR in lieu of, or as a substitute for, or a supplement to, the general real estate tax payable by the LESSEE hereunder, the LESSEE is to 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 or installments thereof 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 of any statute or ordinance permitting any 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 - This lease contains all of the agreements, representations and conditions made by or between the LESSOR and the LESSEE, and shall extend to and be binding upon the heirs, executors, successors and assigns of the LESSOR and LESSEE hereto, the same as if they were in every case named and expressed, and shall be construed as covenants running with the land; and that whenever in this lease reference is made to either the LESSOR or the LESSEE hereto, it shall be held to include and apply to (and whenever applicable) also their heirs, executors, successors, personal or legal representatives and assigns of the LESSOR and LESSEE, the same as if in each and every case as expressed. That time is of the essence of this agreement. No variance, amendment or modification of any part or all of this agreement shall be valid and/or enforceable, except by a supplemental agreement, in writing, and executed by the parties hereto with the same formality as a deed.

5. RECONSTRUCTION AND REMODELLING - The LESSEE may, at any

time during the term of this lease, remodel, add to, or reconstruct the building or buildings, at any time 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 the building or buildings which may be erected on the demised premises 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 shall, at all times during the term of this lease, 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 to and with the LESSOR that he, the LESSEE, will keep insured during the said demised term, the Condominium parcel 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 (80%) percent 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 parcel and/or improvements to the amount of eighty (80%) percent of the insurable or replacement value thereof, as aforesaid, are to be assigned to, and in case of loss, be made payable to LESSOR and LESSEE as their respective interest 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 parcel 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, and/or rebuilding of the building or buildings, or improvements and furnishings so damaged or destroyed, with a building or buildings substantially in conformity with the original building or buildings.

The LESSEE agrees that the building or buildings involved shall be repaired to a condition as comparable as possible to its 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 said premises as herein provided for. In the event of destruction in excess of fifty (50%) percent of the buildings containing the above described Condominium parcel, 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 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 encumbrances, if any, all of LESSORS' 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 incumbrancer 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 incumbrancer any unexpended balance of said insurance proceeds.

7. LIABILITY INSURANCE-The LESSEE shall, during the demised term, 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. MÉCHANIC'S LIENS, COVENANT TO HOLD HARMLESS, ETC. - It is agreed that LESSORS' 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 thereupon, 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 his 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, and/or taxes, upon said premises and reversionary interest 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 interest 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 (6%) percent 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, in accordance with the provisions of the preceding sentence, shall advance or pay any such rates or other charges upon and against said demised premises or the reversionary interest thereon, it shall not be obligatory upon the LESSOR to inquire into the validity of any such rate, tax or assessment, 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; provided, however, that such consent shall not be unreasonably withheld. 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.

11. DEFAULT BY LESSEE - It is mutually covenanted and agreed by and between the parties hereto, that 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, reposses 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 (25%) percent 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. Providing 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.

That 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. Daniel A. Engelhardt  
Post Office Box 609  
Dunedin, Florida 33528

To the LESSEE by communication addressed to:  
Hallmark Development Company, Inc.  
Post Office Box 609  
Dunedin, Florida 33528

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 he will, during the demised term, properly observe and, at his 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.

16. POSSESSION INCLUSIVE - Except as herein permitted, the LESSOR further covenants that during the term of this lease, they 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 Parcel, 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 Parcel 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 57.10 through 57.31 Florida Statutes, or as may be otherwise designated at such time. That 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 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 or 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 on 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 AND/OR DECREASE OF RENT - It is understood and

agreed by and between the parties hereto that LESSEE shall pay to the LESSOR the monthly rental as hereinabove set forth, for and during the term of this lease, excepting that in December of 1972, the monthly rental for the succeeding calendar year shall be that sum in monies as hereinafter determined, and re-determined on each December thereafter, for each succeeding calendar year, as hereinafter provided. Such rental shall be determined at the option of either LESSOR or the LESSEE by dividing the monthly base rental, as set forth in paragraph 1. above, by the index number for the month of February 1970 (132.5), as appears in the Column ALL ITEMS, in the Consumer Price Index, as was published and determined 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, 1972, and each subsequent December thereafter. That 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 February 1970. 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, providing 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 agreement between the parties hereto, be determined by arbitration pursuant to Florida Statutes Annotated, Chapter 57.10 through 57.31. That 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 not be less than the amount set forth in paragraph 1, hereof.

24. NOTICE TO MORTGAGEE - It is further agreed that, notwithstanding anything hereinabove provided, if 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 his or its mailing address, no termination of this lease shall be made unless default shall have continued for sixty (60) days after written notice of the breach to the mortgagee. If the breach is of such a nature that it cannot be corrected by the mortgagee without securing possession of the premises, the mortgagee shall be granted whatever additional time is required, to secure possession of the premises and to cure the default, but upon demand of the LESSOR, the mortgagee shall post security in the amount of one (1) year's rent if the default is not corrected within the sixty (60) days' of notice to it.

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:

Mary Jane Colson

Anita L. Rhoades

Mary Jane Colson

Anita L. Rhoades

Mary Jane Colson

Anita L. Rhoades

LESSOR

Daniel A. Engelhardt  
Daniel A. Engelhardt

Daisy Lee Engelhardt  
Daisy Lee Engelhardt

LESSEE

HALLMARK DEVELOPMENT COMPANY,

By Daniel A. Engelhardt

Attest: Daisy Lee Engelhardt

STATE OF FLORIDA  
COUNTY OF PINELLAS, ss

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, and vice DANIEL A. ENGELHARDT and DAISY LEE ENGELHARDT, as/President and Asst. Sec., respectively, of HALLMARK DEVELOPMENT COMPANY, INC. a Wisconsin corporation authorized to engage in business in the State of Florida, who also affixed their seal hereof, to me well known and known to me to be the individuals described in and who executed the foregoing Lease, and they acknowledged before me that they executed the same freely and voluntarily, and for the uses and purposes therein expressed, and that the said corporation was duly vested with authority to execute the same.

WITNESS my hand and official seal at St. Petersburg, Florida on this the 29th day of April, 1970.

Mary Jane Colson  
Notary Public  
My commission expires:

Notary Public, State of Florida at Large  
My Commission expires Mar. 1, 1971