

RECORDED
PINELLAS CO. FLORIDA
Hazel M. Williams
CLERK CIRCUIT COURT

Dec 6 2 24 PM '71

DECLARATION OF CONDOMINIUM

OF

COLONNADES APARTMENT, A CONDOMINIUM

FRED BERGER, individually and as Trustee, joined by his wife, GERTRUDE BERGER, herein called "OWNER," on behalf of themselves, their heirs, administrators, executors, successors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes, 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, 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:

Lots 27 and 28, Block 5, of ST. PETERSBURG BEACH SUBDIVISION, FIRST ADDITION, according to plat thereof recorded in Plat Book 20, page 11, Public Records of Pinellas County, Florida;
SUBJECT to restrictions and easements of record.

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 COLONNADES APARTMENT, a Condominium.

3. CONDOMINIUM ASSOCIATION NAME - The name of the Condominium Association herein formed shall be COLONNADES APARTMENT ASSOCIATION. ~~This Association shall exist, without incorporation, as an entity pursuant to Chapter 711, Laws of Florida, 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:

This instrument was prepared by
Allan B. Davis
Goldner, Marger, Davis and Rightmyer, P. A.
3819 Central Avenue
St. Petersburg, Florida 33713

Condominium Plats pertaining
hereto are recorded in Condominium
Plat Book 9 pages 65
through

A. Apartment - That part of the apartment building including all doors 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 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 lower surfaces of the 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 balcony, terrace, canopy 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. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments.

(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, include but are not limited to, utilities, such as water, sewer, garbage collection, exterior electric service, and maintenance 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, surveyor's final survey, maps and plats; the condominium plat is filed for record simultaneously and made a part hereof. 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 shown by the surveyor's certificate contained thereon.

Each condominium apartment is identified by a number as shown on said plat, so that no apartment bears the same designation as does any other apartment.

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

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>
1	8.6248
2	8.4895
3	8.9114
4	5.5087
5	8.6248
6	8.4895
7	8.9114
8	8.2030
9	8.6248
10	8.4895
11	8.9114
12	8.2030

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 Maintenance Company, any defect, or need for repair or maintenance, for which the Association is responsible.

(4) No apartment owner other than the developer shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof to make any additions thereto or do any work which would jeopardize the safety or soundness of the building, or impair any easement or vary the architectural appearance of said building, without first obtaining approval from the Board of Directors of the Association.

B. By the Maintenance Corporation or Association - The Association, except in the event a contract is entered into with a maintenance corporation as provided under the powers of delegation contained in Paragraph 9, sub-paragraph "A" hereof, then and in such event, the maintenance 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, interior and exterior apartment doors, exterior air conditioning compressors and equipment, window glass and screens) 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 the apartment that services part or parts of the condominium other than the apartment within which contained. The Association, except if the maintenance contract otherwise provides shall collect all monthly maintenance fees due from members; also, all sums due from concessionaires in consequence of the authorized operation of facilities in the condominium maintained primarily for the benefit of members.

The Association shall 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, except to the extent that the same has been delegated.

The Association may 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.

The Association may 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, 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 maintenance contract is entered upon or outstanding, concerning all or a part of the above, 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 Maintenance Corporation if the duties and powers are contracted to such Maintenance Corporation by the Association, as more specifically set forth in the By-Laws and paid by the Apartment Owners to the Association, or the Maintenance Corporation, in accordance with the following provisions.

A. Share of Expenses - Each condominium parcel owner shall be responsible for the common expenses and any common

surplus shall be owned by such condominium parcel owner according to the following percentages:

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>
1	8.6248
2	8.4895
3	8.9114
4	5.5087
5	8.6248
6	8.4895
7	8.9114
8	8.2030
9	8.6248
10	8.4895
11	8.9114
12	8.2030

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 Maintenance 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 that condominium parcel and its owner.

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 Maintenance Corporation, shall have a lien upon each condominium parcel for unpaid assessments and interest, which lien upon each such condominium parcel shall be effective upon recording in the Public Records of Pinellas County, Florida. Said claim of lien shall state the amount due, and the date when due, a description of the condominium parcel, 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 Maintenance Corporation, if such powers of the said Association are vested in the Maintenance Corporation by virtue of agreement, in like manner as the foreclosure of a mortgage on real property. The lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of

the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

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 any of its powers, duties and authority granted by this Declaration of Condominium, by entering into a Maintenance Contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Governors may elect. The maintenance costs and fees as may be contained in such maintenance contract shall be a common expense. The Association shall have all the powers and duties reasonably necessary to operate this condominium. It shall have all the powers and duties of an association as set forth in the Condominium Act; the power to acquire and enter into agreements.

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 Maintenance 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 Maintenance 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 (1%) percent 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 Maintenance 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 those persons entitled to vote on amendments to the Declaration of Condominium and By-Laws, as provided in paragraph 15 herein, shall in the same manner and percentage as provided therein 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 reconstruction 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 protection of not less than 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.

E. Workmen's Compensation - Workmen's Compensation to meet the requirements of law.

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 or a leasehold or fee 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 of Fee Estate 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 of Fee Estate 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 fee estate or 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 of Fee Estate or Assignment of Leasehold - If the proposed transaction is a sale of fee estate 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 of Fee Estate or Assignment of Leasehold - If the proposed transaction is a sale or the fee estate 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 disapproval 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 arbitrations shall be equally shared by the purchaser and the Association. 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 equally shared by the purchaser and the Association. 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 eighty (80%) 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 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 successor 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 Maintenance 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 Maintenance 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 of apartments 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 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, successors, executors, administrators 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 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, it may cause others to occupy the same and it may sell the same without complying with the restriction limiting the occupancy or sale of said property to persons approved by the Association or its delegate. In the event the Association purchases a condominium parcel pursuant to the provisions of this paragraph, all sums expended shall be a common expense.

18. RESIDENT AGENT - The Resident Agent of the Association to receive service of process is ALLAN B. DAVIS, whose business address is 3819 Central Avenue, St. Petersburg, Florida 33713; who shall serve until he resigns or is replaced by the Association, 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 or until their successors are elected, except for the first Board of Directors who need not be owners.

20. GENERAL PROVISIONS - In the event that the Association shall avail itself of the privilege of delegating and contracting all of its maintenance 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 "MAINTENANCE CORPORATION," or "DELEGATE," where the context so requires, to be consistent with the provisions hereof and of any maintenance 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 fee simple estate or 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 such mortgagee or trustee or owner thereof whose title thereto, or whose grantor'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 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 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 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. TYPE OF OWNERSHIP - Ownership of each condominium parcel will either be fee simple absolute or leasehold and shall be conveyed as follows, to-wit:

A. Ownership of a fee simple absolute interest in a condominium parcel shall be by warranty deed from the developer or his assigns, conveying fee simple title to the condominium unit, and the undivided share in all improvements appertaining to such unit. There shall be included in each parcel the undivided share in the common elements as aforedescribed. A specimen of said warranty deed is attached and marked Exhibit "C."

B. Ownership of the leasehold estate shall be by condominium lease, which leases the condominium unit, and the undivided share in all other improvements appertaining to such unit. There shall be included in each condominium lease the undivided share in the common elements as aforedescribed. A specimen of said condominium lease is attached and marked Exhibit "D."

23. TERMINATION - All of the condominium parcel 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 condominium parcel 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 then condominium parcel owners. Unless otherwise provided in the Declaration of Condominium, the undivided interest in the property owned in common by each 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 20 day of December, 1971.

Signed, Sealed and Delivered
in the Presence of:

Bernard J. Green

Fred Berger
Fred Berger, individually and as
Trustee

Melvin L. Linn

Gertrude Berger
Gertrude Berger

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, FRED BERGER, individually and as Trustee, joined by his wife, GERTRUDE BERGER, well known to me, to the persons described in and who executed the foregoing Declaration of Condominium, and they acknowledge before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida this 3rd day of December, A.D. 1971.

Bernard J. Green
NOTARY PUBLIC

My Commission Expires:
Oct 12 1974

JOINDER OF MORTGAGEE

FIRST GULF BEACH BANK AND TRUST COMPANY, called the mortgagee, the owner and holder of a mortgage upon the following lands in Pinellas County, Florida:

Lots 27 and 28, Block 5, of ST. PETERSBURG BEACH SUBDIVISION, FIRST ADDITION, according to plat thereof recorded in Plat Book 20, page 11, Public Records of Pinellas County, Florida;

which mortgage is dated May 6, 1971, and filed for record May 13, 1971, in O. R. Book 3540, Page 461, Public Records of Pinellas County, Florida, joins in the making of the foregoing Declaration of Condominium, and the mortgagee agrees that the lien of this mortgage shall be upon the following property in Pinellas County, Florida:

All the condominium parcels of the COLONNADES APARTMENT according to the Declaration of Condominium.

ATTEST: Roy Klumpp FIRST GULF BEACH BANK AND TRUST COMPANY
By [Signature]

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Personally appeared before me, the undersigned authority,
J. L. Ballard and Ray K. Dawson
and
respectively of FIRST GULF BEACH BANK AND TRUST COMPANY, a
Florida corporation, who being duly sworn, acknowledged their
said corporate capacity and authority and that they executed
the above document and affixed the official corporate seal in
behalf of said corporation for the purposes set forth therein.

WITNESS my hand and official seal at St. Petersburg,
Pinellas County, Florida this 7th day of November,
A.D. 1971.

Paul K. Brubaker
Notary Public

My Commission Expires:
Notary Public, State of Florida, 1973
My Commission Exp. 12/31/73

MAINTENANCE AGREEMENT

G.R. 3676 PAGE 94

THIS AGREEMENT, Made and entered into this 20 day of December, A. D. 1971, by and between SUN PASS APARTMENTS, INC., a corporation existing under the laws of the State of Florida, party of the first part, hereinafter called the "Maintenance Contractor," and COLONNADES APARTMENT ASSOCIATION, an unincorporated condominium association, organized and existing under the Declaration of Condominium and By-Laws filed in O. R. 3676 Pages 76/124, Public Records of Pinellas County, Florida, party of the second part, hereinafter called the "Condominium Association."

WITNESSETH:

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of maintenance services as hereinafter described on the following described realty, which consists of an apartment building containing twelve (12) units and related facilities, legally described as:

Lots 27 and 28, Block 5, of ST. PETERSBURG BEACH SUBDIVISION, FIRST ADDITION, according to plat thereof recorded in Plat Book 20, page 11, Public Records of Pinellas County, Florida;
SUBJECT to restrictions and easements of record.

and,

WHEREAS, the parties desire to provide within this Agreement the maintenance services to be performed.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. This Maintenance Agreement shall run for a period of twenty-five (25) years from the date hereof.
2. The Maintenance Contractor shall provide and carry and pay for public liability insurance for a minimum coverage of \$100,000.00, and insurance covering fire and extended coverage on the apartment building consisting of twelve (12) units, as provided for and subject to all of the conditions of paragraph 10 of the Declaration of Condominium, save and except paragraph 10E. It is specifically understood by all parties herein that insurance covering fire and extended coverage on ~~the apartment building shall cover the physical building itself,~~ together with the common elements thereon, but shall not cover the personal effects and/or personal property of the condominium parcel owners.
3. The Maintenance Contractor shall be responsible for the payment of sewer charges for each of the condominium apartments. In addition thereto, the Maintenance Contractor shall supply all condominium apartments with cold running water.
4. The Maintenance Contractor shall maintain, service and repair as to ordinary wear and tear caused by usage and the elements, all public walkways and roadways used for ingress and egress to the condominium property.

This instrument was prepared by
Allan B. Davis
Goldner, Marger, Davis and Rightmyer, P. A.
3819 Central Avenue
St. Petersburg, Florida 33713

5. The Maintenance Contractor shall provide, maintain and care for the lawn and shrubbery service; however, the Maintenance Contractor shall not be responsible for any lawn, shrub or tree or other disease, blight or infestation damages caused by any act of God, which shall include, but not be limited to wind, flooding, hurricane, frost or freezing, etc. or due to any malfunctioning or misfunctioning of any wells, lawn irrigating or any other equipment.

6. The Maintenance Contractor shall provide, service and maintain lighting for the exterior of the condominium building, and other portions of the common elements as indicated on the plans and specifications which are made a part of the Declaration of Condominium.

7. The Maintenance Contractor shall provide garbage and trash collections.

8. The Maintenance Contractor shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and dryer on the premises and all income from said machines shall belong to the Maintenance Contractor, and any expenses in connection with said operation shall be paid by the Maintenance Contractor; and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

9. The Maintenance Contractor shall furnish the necessary maintenance and repairs to preserve the exterior appearance of said building against ordinary wear and tear. However, the Maintenance Contractor shall not be responsible for the cleaning of windows or replacement of same, and shall not be responsible for the maintenance of screens. The Maintenance Contractor further agrees to keep the condominium building swept.

10. The Maintenance Contractor covenants and agrees at its own expense, to procure and keep in force, public liability and workmen's compensation insurance to protect the Maintenance Contractor and Colonnades Apartment Association completely from any claim or damage to persons or property or for an injury to an employee of Maintenance Contractor incurred while Maintenance Contractor or his workmen are performing any duties under the terms of this Agreement for a minimum coverage of \$100,000.00. However, the workmen's compensation coverage shall be for the amount and as provided by law.

11. The Maintenance Contractor covenants and agrees to repair and maintain (ordinary wear and tear), but not replace the elevator as needed during the term of this contract.

12. The Maintenance Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances including but not limited to elevator, lawn irrigating equipment and wells; nor shall it be held responsible for or liable for any loss, damage, detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by mechanical failure, fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

13. It is understood that the monthly maintenance fee shall be apportioned to each condominium parcel owner in the condominium as follows:

Apartment 4	\$ 33.00
- Apartments 8 and 12	37.50
Apartment 1, 2, 3, 5, 6, 7, 9 10 and 11	42.50

That the title to and control of such funds shall be that of Maintenance Contractor. The amount of the maintenance fees set forth herein 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 Maintenance Contractor the monthly maintenance fee as hereinafter determined, for and during the term of this Agreement, except that in December of 1977, the monthly maintenance fee for the succeeding calendar year shall be that sum in monies as hereinafter determined, and redetermined on each December thereafter, for each succeeding calendar year, as hereinafter provided. Such maintenance fee shall be determined at the option of either Apartment Owner or Maintenance Contractor by dividing the monthly base maintenance fee, as set forth herein, by the Index Number for the month of July 1971 (121.8) 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, 1977, and each subsequent December thereafter. That the monthly maintenance fee so determined in any given December shall fix the monthly maintenance fee for the succeeding year and thereafter until redetermined. The Consumer Price Index referred to as ALL ITEMS Consumer Price Index U. S. (1967 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 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 July 1971. 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 maintenance 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 maintenance 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 Maintenance Contractor 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 maintenance fee to be paid by the said Apartment Owner to the said Maintenance Contractor 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 Maintenance Contractor the maintenance fee so agreed upon and so fixed by the said arbitrators, and the said Maintenance Contractor agrees to accept the amount so agreed upon, or the amount so fixed by said arbitrators on said premises for said period.

14. The primary obligation, however, for payment to the Maintenance Contractor shall be by the condominium apartment owners collectively for the gross amounts as indicated above monthly. Each owner of a condominium apartment shall be responsible for payment to the Maintenance Contractor in an amount as described in paragraph 13, which sum shall be payable to the Maintenance Contractor on the first day of each month commencing on the first day of said monthly from which time the said apartment building has been completed. In the event the owner of the condominium apartment fails to pay the specified amount provided for the designated unit which he occupies as provided for hereinabove to the Maintenance Contractor on or before the tenth day of each month, then the Maintenance Contractor shall be authorized to discontinue and terminate any one or all of the services to such unit that are provided for by the Maintenance Contractor until said owner shall have made full payment in accordance with the terms and conditions of this Agreement. However, it is specifically understood that the Maintenance Contractor shall be authorized during the term of this Agreement to delegate the authority of the collections by the Maintenance Contractor from the various condominium apartment owners to the said Condominium Association. That in such event, such a delegation is made by the Maintenance Contractor, the payment due to the Maintenance Contractor by the Condominium Association shall be in the gross amounts as indicated above monthly and shall be payable on the first day of each and every month commencing from the first month after the date of completion of said apartment building and in the event the Condominium Association fails to pay the amounts provided for hereinabove to the Maintenance Contractor by the tenth of each month, then the said Maintenance Contractor is hereby authorized to discontinue and terminate any one or all of the services as provided for herein until such time as the Condominium Association has made full payment in accordance with the terms and conditions of this Agreement.

15. In addition to those rights set forth hereinabove, the Maintenance Contractor, for the fee charged against each condominium apartment made hereunder and costs incurred in collecting same, including a reasonable attorney's fee, shall be secured by a lien against the condominium apartment and all interest therein against which the lien is made, and such lien shall arise in favor of the Maintenance Contractor and shall come into effect upon recordation of this instrument and the lien of all such sums due hereunder shall date back to said date

and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgagee.

16. This Agreement shall be binding upon the heirs, assigns, legal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUN PASS APARTMENTS, INC.

Bernadine Johnson

By Fred Berger
Fred Berger, President

Willie Simmons

Attest: Lawrence E. Rote
Lawrence E. Rote, Secretary

COLONNADES APARTMENT ASSOCIATION

Fred Berger
Fred Berger

Lawrence E. Rote
Lawrence E. Rote

Allan B. Davis
Allan B. Davis

AS BOARD OF GOVERNORS

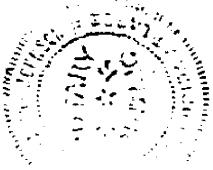
STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 2nd day of December, A. D. 1971, before me personally appeared FRED BERGER and LAWRENCE E. ROTE, President and Secretary respectively of SUN PASS APARTMENTS, INC., a corporation existing under the laws of the State of Florida, and FRED BERGER, LAWRENCE E. ROTE and ALLAN B. DAVIS, as Board of Governors of COLONNADES APARTMENT ASSOCIATION, a unincorporated condominium association, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation; and the said instrument is the act and deed of said corporation and association.

WITNESS my hand and official seal at St. Petersburg, in the county of Pinellas and State of Florida, the day and year last aforesaid.

Bernadine Johnson
Notary Public, State of Florida

My Commission Expires:
Oct 16, 1974



BY-LAWS

OF

COLONNADES APARTMENT ASSOCIATION

1. OFFICE - The office of the Association shall be: 6651 Sunset Way, St. Petersburg Beach, 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 in possession of a leasehold estate having an original term of ten (10) years or more of a condominium parcel, or the owner of a fee simple interest in a condominium parcel. In the event there is no owner of such leasehold estate for a condominium parcel, then a member shall be the reversionary owner of the leasehold estate 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 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. The first annual meeting shall be held on the first Monday of December, 1971, unless sooner called as provided by Paragraph C.

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 (1/3) 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 persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining

a quorum. When a quorum is present at any meeting, the holders of a majority of the voting rights, present in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes, the Declaration of Condominium, or of the By-Laws, a different vote is required, in which case 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. The first Board of Governors shall be FRED BERGER, LAWRENCE E. ROTE and ALLAN B. DAVIS, who shall hold office until the first membership meeting. In the event of the resignation or death of the first governors, those remaining in office can select replacements to serve until the first election.

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 Governor's 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. The initial regulations are attached hereto as Exhibit 1, and made a part hereof.

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. The same person may be Secretary and Treasurer. 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 notices 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 to each member concerned.

(3) **Maintenance Contract** - No such budget, proposed budget, accounting or assessment roll, shall be required in the event that a maintenance contract is entered into as is authorized by the Declaration of Condominium. The Maintenance Corporation shall provide such budget in the event the monthly maintenance fee, per apartment, as is set forth in said maintenance contract is increased, or as otherwise agreed upon by the Association and the Maintenance 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, subparagraph 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 Maintenance 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 the President or Vice President and Treasurer.

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 as an expense of administration.

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.

REGULATIONS OF ASSOCIATION

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, 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 or apartment number. All commercial vehicles of any kind or description, campers, boats and boat trailer, and trailers are specifically prohibited from any portion of the condominium property.

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 the hallways, stairs, stairwells, elevators, 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.

3. Each apartment shall be used only for the purpose of single family residence of persons over the age of fourteen (14) years and for no other purpose whatever; and each apartment occupant shall maintain his apartment in a clear and sanitary manner. The balconies, porches, terraces shall be used only for purposes intended and shall not be used for hanging 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 occupants apartment, excepting in the laundry room.

4. Except as hereafter provided pets are prohibited. An owner may have a small pet when he moves into his condominium parcel, but said pet cannot thereafter be replaced. Pets must be leashed at all times outside of the owner's apartment and cannot be walked around the common elements, day or night.

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, 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.

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 prior written consent of the Association or Maintenance Corporation.

8. All apartments above the ground floor shall be and remain carpeted, excepting bathrooms, kitchens and Florida rooms.

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

10. Each apartment may identify its occupant by a name plat of a type and size approved by the Association or Maintenance Corporation and mounted in a place and manner so approved.

11. 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.

12. 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. Each new owner shall be bound by the provisions of the Declaration of Condominium and these Rules and Regulations.

13. Other than street apparel, bermuda shorts for both men and women shall be allowed while on or about the premises, provided that men are also attired in shirts and women are attired in blouses. No one shall be attired in a bathing suit on or about the premises unless they are wearing a covering.

14. It will not be permitted to mechanically make any adjustments whatsoever without first obtaining the permission of the Association or its agents with reference to any of the equipment found in the meter room, storage room, washer and dryer room, nor to mechanically touch, adjust or repair the television antenna, amplifier, or cable connections.

15. All official notices of the Maintenance Corporation, SUN PASS APARTMENTS, INC., shall bear the signature of one of its officers and the official seal of the Maintenance 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 with the Maintenance 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 Maintenance 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.

WARRANTY DEED

THIS WARRANTY DEED, made and executed this _____ day of _____, A. D. 19____, by FRED BERGER, individually and as Trustee, joined by his wife, GERTRUDE BERGER, hereinafter called the "Grantor," to

whose mailing address is

of the County of Pinellas, State of Florida, hereinafter called the "Grantee."

WITNESSETH:

WHENEVER USED HEREIN, THE TERMS "GRANTOR" AND "GRANTEE" SHALL BE CONSTRUED TO INCLUDE THE MASCULINE, FEMININE, SINGULAR OR PLURAL AS THE CONTEXT INDICATES AND THE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS AND THE SUCCESSORS AND ASSIGNS OF CORPORATIONS.

That the Grantor, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property located in Pinellas County, Florida, viz:

Apartment _____, of COLONNADES APARTMENT, a Condominium, according to Condominium Plat Book _____; pages _____, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed _____, 1971 in O.R. Book _____, Page _____, as Clerk's Instrument No. _____, Public Records of Pinellas County, Florida; together with an undivided share in the common elements appurtenant thereto.

A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

TO HAVE AND TO HOLD the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee, that they are lawfully seized of said real property in fee simple; that they have good right and lawful authority to sell and convey said property; that they hereby fully warrant the title to said real property and will defend the same against the lawful claims of all persons whomsoever; that said real property is free of all encumbrances, less and except the following:

1. Taxes and assessments for the year 19____ and subsequent years.
2. Conditions, restrictions, reservations, covenants, limitations and easements of record.
3. Governmental zoning.

This instrument was prepared by
Allan B. Davis
Goldner, Marger, Davis and Rightmyer, P. A.
3819 Central Avenue
St. Petersburg, Florida 33713

4. Questions of location, measurement and survey.

5. Declaration of Condominium of COLONNADES APARTMENT, a Condominium filed _____, 1971, in O.R. Book _____, page _____, as Clerk's Instrument No. _____, Public Records of Pinellas County, Florida; together with the By-Laws of COLONNADES APARTMENT ASSOCIATION; and together with the Maintenance Agreement with SUN PASS APARTMENTS, INC., a Florida corporation.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Fred Berger, Individually and as Trustee L.S.

Gertrude Berger L.S.

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this _____ day of _____, 19____, before me personally appeared FRED BERGER individually and as Trustee, joined by his wife, GERTRUDE BERGER, to me known to be the persons described in and who executed the foregoing Warranty Deed, and they acknowledge the execution thereof to the their free act and deed.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Notary Public, State of Florida

My Commission Expires: _____

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Warranty Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium filed _____, 1971, in O. R. Book _____, Page _____, as Clerk's Instrument No. _____, Pinellas County Records, and attachments thereto; and Grantee acknowledges reading and examining said Declaration of Condominium and attachments thereto; and Grantee acknowledges that each and every provision of said Declaration of Condominium and attachments thereto is essential to the successful operation and management of said condominium property in the interest and for the benefit of all owners of interests therein, and Grantee covenants and agrees to abide by each and every provision of said Declaration of Condominium and attachments thereto.

IN WITNESS WHEREOF, Grantee has hereunto set his hand and seal this _____ day of _____, 19_____.

Signed, sealed and delivered in the presence of:

_____ L.S.

_____ L.S.

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this _____ day of _____, A.D. 19____, before me personally appeared

to me well known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily and for the purposes therein mentioned.

WITNESS my hand and official seal at said County and State the day and year last aforesaid.

Notary Public, State of Florida

My Commission Expires:

CONDOMINIUM LEASE

THIS AGREEMENT, Made and entered into this _____ day of _____, A.D. 19____, by and between FRED BERGER, Individually and as Trustee, joined by his wife, GERTRUDE BERGER, hereinafter called the "LESSORS" (which expression shall include their heirs, administrators, executors and assigns, when the context so requires and/or admits), and

hereinafter called the "LESSEE" (which expression shall include their heirs, administrators, executors and assigns when the context so requires and/or admits);

WITNESSETH:

That LESSORS, in consideration of the rents, covenants and agreements hereinafter contained on the part of the LESSEE to be paid 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 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 COLONNADES APARTMENT, a Condominium, as recorded in Condominium Plat 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 _____ day of _____, 19____, and ending on the _____ day of _____, 20____, 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 _____ Dollars, 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 LESSORS.

This instrument was prepared by
Allan F. Davis
Goldner, Marger, Davis and Rightmyer, P. A.
3819 Central Avenue
St. Petersburg, Florida 33713

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 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 (wherever 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 eight (80%) percent of the insurable or replacement value thereof, exclusive of foundation and land. Policies subject to One Hundred (\$100.00) Dollars deductible 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 Maintenance Contractor if a contract exists between said Association and Maintenance Contractor, who shall likewise hold such proceeds in trust for the purpose of rebuilding or 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 those persons entitled to vote on amendments to the Declaration of Condominium and By-Laws shall, in the same manner and percentage as provided therein, 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 termination is so elected, 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 LESSOR'S interest in and to the unexpended insurance proceeds so collected. Should LESSEE fail or refuse to clean up and restore said premises as hereinabove provided, or if the authorized encumbrancer of LESSEE, if any, after notice by LESSOR as hereinafter provided, shall fail or refuse to undertake and complete such work on behalf of LESSEE, then in either of such events, all insurance proceeds so collected shall be forthwith paid over to LESSOR on its account and may be used by the LESSOR to clean up and restore said premises, paying to LESSEE or his said encumbrancer any unexpended balance of said insurance proceeds.

7. LIABILITY INSURANCE - 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 of not less than \$100,000.00 in the event of death or injury in any one accident, and not less than \$10,000.00 in the event of damage to any property. Policies subject to a \$100.00 deduction shall be deemed satisfactory.

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

9. MECHANIC'S LIENS, COVENANT TO HOLD HARMLESS, ETC. -

It is agreed that 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 furnish 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 the 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

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 hereinabove provided, then in any one of the events enumerated above, the LESSOR may, at his option, in writing, terminate this lease and the term hereof shall thereupon automatically cease and terminate; and it shall be lawful for the LESSOR, at his option, to enter the demised premises and to have, hold, repossess and enjoy the said premises; and the LESSOR shall have the right to recover the said premises free and clear of any leasehold interest under this lease. However, in the event of the occurrence of any of the foregoing, except sub-paragraph A hereof, if the LESSEE shall promptly commence curing the same within the notice period hereinabove provided, and shall diligently pursue the completion of such cure, the failure to eliminate said default within the stipulated notice period shall not be grounds for the LESSOR

to terminate this lease. Any expenditures made by the LESSEE for construction or in payment of liens or encumbrances assumed by the LESSEE shall be deemed liquidated damages and not recoverable by the LESSEE.

It is understood and agreed that in the event LESSEE or LESSEE'S agent does not receive notice as above provided, as evidenced by a return of the certified or registered mail receipt to LESSOR or LESSOR'S agent, then and in such event, notice may be given by publication once a week for two consecutive weeks of such notice in the legal notices or advertising section of a newspaper, printed and published periodically once a week or oftener, containing at least twenty-five (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 an 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 attorney's 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:

3819 Central Avenue
St. Petersburg, Florida 33713.

To the LESSEE by communication addressed to:

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 LESSEE or his mortgagee as their interests may appear.

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 1977, 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 July 1971 (121.8) 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, 1977, 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. (1967 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 July 1971. 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 the 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 that 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 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.

25. LESSOR reserves the right to assign his interest in this lease by an instrument in writing and executed by two witnesses.

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:

FRED BERGER, Individually, and as Trustee

GERTRUDE BERGER

LESSORS

LESSEES

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, FRED BERGER, individually and as Trustee, joined by his wife, GERTRUDE BERGER, as Lessors, well known to me to be the persons described in and who executed the foregoing Condominium Lease and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida this ___ day of ___, A. D. 19__.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

SUN PASS APARTMENTS, INC.
6410 Gulf Boulevard
St. Petersburg Beach, Florida 33706

C.R. 3676 PAGE 123

RE: Apartment No.
COLONNADES APARTMENT
A Condominium
6651 Sunset Way
St. Petersburg Beach, Florida

Dear

With reference to your recent purchase of the Condominium Apartment above referred to, we wish to advise you of the following facts pertaining to your apartment:

The normal monthly maintenance fee and service charge is \$ _____.
Your next payment will be due on _____.

This letter is to be considered a notice of payments due this company. All payments are due on the first of each month, and may be mailed to the above address.

Your monthly charges will not increase for a period of five (5) years from the date hereof. Included in these charges are the following:

City water and sewer; garbage and trash removal; fire, windstorm and extended coverage insurance on the building and any improvements thereon; public liability insurance on the exterior of the building; ground rents; exterior lighting, including hallways and parking areas.

Attached is a letter pertaining to your insurance coverage and setting forth what is not included in the master insurance policy.

Also attached hereto is a copy of the existing Rules and Regulations governing the Condominium.

We are looking forward to many years of pleasant business associations with you. If you have any questions, please feel free to call on us.

SUN PASS APARTMENTS, INC.

By _____
President

Received the original hereof
this ____ day of _____, 19____.

SUN PASS APARTMENTS, INC.
6410 Gulf Boulevard
St. Petersburg Beach, Florida 33706

INSURANCE NOW CARRIED ON THE CONDOMINIUM YOU ARE PURCHASING

Package policy covering fire, extended coverage and malicious mischief, which means the building itself is covered and you as the owner of the unit will have your name added to this policy and do not need to carry additional insurance on the building. The amount carried is 80% of the replacement cost of the building. This policy also gives you comprehensive liability coverage with limits of \$500,000 on all common areas of the building, such as stairways, hallways, et cetera and the yard areas included in the condominium declaration for your building.

This policy does not cover your furniture and personal property and does not give you liability coverage in your own unit or off the premises. We recommend for your own protection that you cover your furniture and personal property and liability in a Tenant-Homeowner's Policy.

We would recommend a package policy with not less than \$50,000 included for liability.

In the event that you have any questions or feel that we could help you in any way regarding your insurance, please do not hesitate to call on us.

Very cordially yours,

SUN PASS APARTMENTS, INC.

By _____
President

CONDOMINIUM

Instrument No. 71137019

Date Filed December 6, 1971

Hour 2:14 p.m.

Condominium Book No. 9 Page No. 68

Name of Condominium Apartment

Colonnades Apartment, A Condominium

Owners:

Fred Berger, individually and as Trustee, joined by his wife,
Gertrude Berger