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**DECLARATION OF CONDOMINIUM
OWNERSHIP OF FIVE TOWNS OF
ST. PETERSBURG NO. 302, INC. A
CONDOMINIUM**

This is a Declaration of Condominium made this 28th day of June, A.D. 1973, by GEL-MET DEVELOPMENT CORP., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property and

WHEREAS, Developer will erect on said real property a multi-unit apartment building and related facilities; and

WHEREAS, Developer desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to Chapter 711, Florida Statutes, known as the Condominium Act:

NOW THEREFORE, the said GEL-MET DEVELOPMENT CORP., hereby makes the following declarations:

1. The following described property, hereinafter referred to as a "Condominium property" is hereby submitted to condominium ownership:

PER EXHIBIT "A", attached hereto and made a part hereof.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 14, Pages 94, 95 and 96.

LEGAL DESCRIPTION

Commencing at the South 1/4 corner of Section 36, Township 30 South, Range 15 East, also described as the Southwest corner of Government Lot 10 of said Section 36, run North 00° 06' 27" East, 50.00 feet; thence South 89° 44' 03" East, 1359.20 feet; thence North 00° 06' 27" East, 49.00 feet to the Point of Beginning. Thence continue North 00° 06' 27" East, 203.50 feet; thence South 89° 53' 33" East, 146.00 feet; thence South 00° 06' 27" West, 13.00 feet; thence South 89° 53' 33" East, 73.00 feet; thence North 00° 06' 27" East, 18.00 feet; thence South 89° 53' 33" East, 226.21 feet; thence South 00° 06' 27" West, 209.77 feet; thence North 89° 44' 03" West, 445.21 feet to the Point of Beginning.

Subject to such easements that may be noted for utilities and access which are dedicated for the use of METRO MANAGEMENT CO., INC. a Florida Corporation for such use as may be required, and the use of the telephone, power and gas companies as they may require.

EXHIBIT "A"

(a) All improvements erected or installed on said land including one building containing seventy-five (75) units and related facilities.

2. The condominium is to be identified by the name **FIVE TOWNS OF ST. PETERSBURG, NO. 302., INC.,** a Condominium.

3. **DEFINITIONS:** For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of **FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.** a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Condominium Unit - The unit being an apartment space, designated "condominium unit" on the plat, a copy of which is attached to and made a part hereof by reference marked Exhibit "B".

(b) Common Elements - Portion of the condominium property not included in the condominium unit.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Member - An owner who is a member of **FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.,** a Florida non-profit membership corporation, hereinafter referred to as the "Association".

(f) Voting Member - That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcels by a similar written, sworn statement filed with the Secretary.

4. **IDENTIFICATION:** The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "B". Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto.

5. **CHANGES IN PLANS AND SPECIFICATIONS:** The Developer is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on said property.

6. Entire paragraph, **Developer's Unit and Privileges,** deleted.

7. **COMMON ELEMENTS:** Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida condominium Act, Section 6, of the following items.

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares stated as percentages, in the common elements appurtenant to each of the condominium units are as follows:

PER EXHIBIT "G", attached hereto and made a part hereof.

<u>UNIT</u>	<u>PERCENTAGE</u>	<u>UNIT</u>	<u>PERCENTAGE</u>
101	1.48%	201	1.48%
102	1.48%	202	1.48%
103	1.26%	203	1.26%
104	1.26%	204	1.26%
105	1.36%	205	1.36%
106	1.36%	206	1.36%
107	1.04%	207	1.04%
108	1.04%	208	1.04%
109	1.36%	209	1.36%
110	1.36%	210	1.36%
111	1.36%	211	1.36%
112	1.26%	212	1.26%
114	1.26%	214	1.26%
115	1.48%	215	1.48%
116	1.64%	216	1.64%
301	1.48%	401	1.48%
302	1.48%	402	1.48%
303	1.26%	403	1.26%
304	1.26%	404	1.26%
305	1.36%	405	1.36%
306	1.36%	406	1.36%
307	1.04%	407	1.04%
308	1.04%	408	1.04%
309	1.36%	409	1.36%
310	1.36%	410	1.36%
311	1.36%	411	1.36%
312	1.26%	412	1.26%
314	1.26%	414	1.26%
315	1.48%	415	1.48%
316	1.64%	416	1.64%

<u>UNIT</u>	<u>PERCENTAGES</u>
501	1.48%
502	1.48%
503	1.26%
504	1.26%
505	1.36%
506	1.36%
507	1.04%
508	1.04%
509	1.36%
510	1.36%
511	1.36%
512	1.26%
514	1.26%
515	1.48%
516	1.64%

MN1 - 1.04
 MN2 - 1.26
 MN3 - 1.36
 MN4 - 1.48
 MN5 - 1.64

EXHIBIT "G"

9. **COMMON EXPENSES AND COMMON SURPLUS:** Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. However, with the exception of those expenditures contracted for in the certain Service and Maintenance Agreement with **METRO MANAGEMENT CO., INC.**, a Florida Corporation, a copy of which is attached hereto and made a part hereof by reference marked Exhibit "C".

The common surplus shall be owned by unit owners in the shares provided in Paragraph 8 above.

10. **GOVERNING BODY:** The affairs of the condominium shall be conducted by a Corporation incorporated pursuant to the Florida Statutes governing Corporations not for profit. The name of the Corporation shall be **FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.**, a Condominium, hereinafter called the "Association". The By-Laws of the Association are attached to and made a part hereof by reference marked Exhibit "D".

11. **THE ASSOCIATION:** The Developer and all persons hereafter owning condominium parcels (owners) whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than seventy-five (75) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns.

All of the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) members and not more than seven (7) voting members.

12. **AMENDMENT OF DECLARATION:** This Declaration may be amended by affirmative vote of three-fourths (3/4th) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Service and Maintenance Agreement attached as Exhibit "C".

13. **TYPE OF OWNERSHIP:** Ownership of each condominium parcel shall be by Warranty Deed from the developer conveying fee simple title to each Condominium unit. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel by the Association as provided in the Declaration. All assessments shall be paid when due.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against whom the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter 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 any 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 be liable for the share of the common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to the acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure, in accordance with the Condominium Act. Any unpaid share of common expenses or assessments shall be deemed common expenses collectable from all the owners of condominium parcels, including such acquiror, his successors and assigns.

15. MAINTENANCE: The responsibility for the maintenance and administration of the condominium parcel, with the exception of those responsibilities for maintenance and services as provided for in the contract by and between the association and the Service and Maintenance Company shall be as follows:

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

1. All portions of the unit, except interior wall surfaces, contributing to the support of the building, which portion shall include, but not be limited to, the outside walls of the building and load-bearing columns. Such repairs shall include expansion and settlement cracks.

2. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utilities services which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within an apartment unit which service part or parts of the condominium OTHER THAN THE UNIT WITHIN WHICH IT IS CONTAINED. This responsibility includes but is not limited to electric wiring up to the unit's breaker box, water lines up to the unit's shut-off valves and drain lines from the point such lines enter the wall or slab. [The Association shall specifically not maintain a unit's interior floor, wall or ceiling coverings, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, built-in cabinets or plumbing lines and/or plumbing fixtures, which serve only the unit.

3. All incidental damage caused by such maintenance, repair or replacement specified in Paragraph 2 of this Article 15, shall be promptly repaired at the expense of the Association.

(b) By the Condominium Parcel Owner: The responsibility of the unit owner with the exception of those responsibilities for management as provided for by the Association in the aforesaid Service and Maintenance Agreement shall be as follows:

(1) To maintain in good condition, promptly repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, which shall include but not be limited to the following:

(aa) Repair of water leaks within the unit-and repair and replacement of plumbing fixtures, shut-off valves and plumbing lines within the unit which serve only the unit.

(bb) Repair any and all gas and/or electrical defects, as the case may be, within the unit.

(cc) Repair any and all heating defects within the units. In the event that such repairs are not made by the unit owner within the units within fifteen (15) days after notice by the Maintenance Company or the Association, the Maintenance Company or the Association shall have the right to enter the unit and make such repairs and assess the unit owner accordingly and unit owners shall not deny entrance to the Maintenance Company or to the Association.

(dd) Repair or replacement of electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, and built-in cabinets.

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

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

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

16. **ENFORCEMENT OF MAINTENANCE:** In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a court of Competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

17. **INSURANCE:** The insurance, other than title insurance, including that provided for in the aforesaid Service and Maintenance Agreement, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association, except the insurance coverage as is provided for in the Service and Maintenance Agreement marked Exhibit "C", for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees. The above insurance provisions specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(b) **COVERAGE:**

(1) **CASUALTY:** All buildings and improvements upon the land and all personal property included in the condominium property, and other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on said land, including, but not limited to, vandalism and malicious mischief.

(2) **PUBLIC LIABILITY:** In addition to the public liability coverage as is provided for by the Service and Maintenance Agreement as set forth in Exhibit "C", the Board of Directors of the Association shall have the right to contract for additional public liability insurance as they may deem necessary at the expense of the Association.

(3) **WORKMEN'S COMPENSATION:** Workmen's Compensation to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, except as is provided for in the Service and Maintenance Agreement marked Exhibit "C".

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcels owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damages within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 17 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgage or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in Paragraph 21 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the condominium project, same shall be abandoned subject to the provisions of Paragraph 21 hereinafter. As evidence of the Members' resolution to abandon, the President and the Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagees of the premises damaged.

(i) Notwithstanding the above, the Association shall provide casualty and other insurance as required by the Condominium Act, as may be amended from time to time. More specifically, the Association's policy shall not be required to insure floor, wall or ceiling coverings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or plumbing lines and/or plumbing fixtures, which serve only the unit.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than Developer shall be subject to the following provisions:

(a) **CONVEYANCES, SALES AND TRANSFERS:** Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association and **METRO MANAGEMENT CO., INC.**, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association and **METRO MANAGEMENT CO., INC.**, within fifteen (15) days, the Board of Directors of the Association and **METRO MANAGEMENT CO., INC.** shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association or **METRO MANAGEMENT CO., INC.**, fail to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association and **METRO MANAGEMENT CO., INC.**, disapprove the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association and **METRO MANAGEMENT CO., INC.**, of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association and **METRO MANAGEMENT CO., INC.**, shall promptly notify the members of the Association of the date, price and terms. Any member of the Association or **METRO MANAGEMENT CO., INC.**, shall have the right first over the prospective purchasers to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the

Secretary of the Association or METRO MANAGEMENT CO., INC., in writing of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association or METRO MANAGEMENT CO., INC., ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Association or METRO MANAGEMENT CO., INC. shall promptly forward to the owner. In the event no members of the Association or METRO MANAGEMENT CO., INC., accept first right of purchase as aforesaid, then the Association and/or METRO MANAGEMENT CO., INC. must either approve the transaction or furnish a purchaser approved by the Association and/or METRO MANAGEMENT CO., INC., who will accept the transaction upon the terms and conditions contained in the notice, provided the Association and/or METRO MANAGEMENT CO., INC., at least ten (10) days before the date of the intended sale or transfer notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association or METRO MANAGEMENT CO., INC., as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association or METRO MANAGEMENT CO., INC., accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member or METRO MANAGEMENT CO., INC., shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title and interest to the member or METRO MANAGEMENT CO., INC., making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association and METRO MANAGEMENT CO., INC., approved in all respects on a certain date, the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association and METRO MANAGEMENT CO., INC., were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association and METRO MANAGEMENT CO., INC., disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice of the Board of Directors of the Association and METRO MANAGEMENT CO., INC., as stated in the affidavit, the redemption rights herein afforded the members of the Association and METRO MANAGEMENT CO., INC., shall terminate.

In case of the death of the owner of a condominium parcel the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel; the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of this condominium parcel to some designated person or persons other than the surviving spouse or members of his family as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforesaid, the Board of Directors of the Association and METRO MANAGEMENT CO., INC., shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officers of the Association and METRO MANAGEMENT CO., INC., are placed on notice of said devisee of descendant, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the aforesaid Board of Directors of the Association and METRO MANAGEMENT CO., INC., shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the Condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of the Association and/or METRO MANAGEMENT CO., INC., shall refuse to consent, then the members of the Association and METRO MANAGEMENT CO., INC., shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium at the then fair market value thereof.

In the event a dispute arises as to what should be considered fair market value of the condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this Paragraph 18 shall be abated until a final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice of petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the Amount realized from the sale of such condominium parcel. In the event the then members of the Association and/or METRO MANAGEMENT CO., INC., do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then and only in such event, take title to the condominium parcel or such person or persons or the legal representative of the Seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration, and the By-Laws of the Association.

Wherein, in this Paragraph 18, reference is made to METRO MANAGEMENT CO., INC., when the Service and Maintenance Agreement, or any extension thereof, has expired, it will not be necessary to obtain the consent or approval of the said METRO MANAGEMENT CO., INC., in connection with any future conveyances, sales and transfers.

(b) **RENTAL OR LEASE:** A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association and METRO MANAGEMENT CO., INC. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.

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

(c) **CORPORATE PURCHASER:** If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) **TRANSFER: MORTGAGEE-DEVELOPER:** Notwithstanding anything to the contrary herein, the provisions of this paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner, nor to the Developer until after the Developer has initially conveyed or disposed of all interest in the property, nor to any sale or lease by such mortgagee.

(e) **MORTGAGE:** No parcel owner may mortgage his parcel or interest therein without the approval of the Association, except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforescribed, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration every condominium parcel owner shall:

(a) Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

(b) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the units and the common elements, which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using owner's property, by, through or under him, do likewise.

(d) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or the common elements, or in the case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(e) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" sign in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit inside or outside.

(f) In recognition of the fact that the condominium described herein has been specifically designated, created and constructed, and will be operated and maintained throughout the life of the condominium, for the comfort, convenience and accommodation of adult persons, the use of any of the condominium property, and especially the occupancy of any of the units thereof, is hereby limited to permanent residents, at least one of whom shall be fifty-five (55) years of age or older and none of whom shall be under eighteen (18) years of age. For purposes of this section the terms "permanent" shall be defined as occupancy of a unit for a period of time exceeding ninety (90) days in any calendar year. Any occupancy of less than this period of time shall not be deemed to be permanent.

The Association shall have the authority to provide such services and facilities as may be necessary to meet the minimum requirements of the Fair Housing Act, as amended in 1988, and as may be further amended from time to time.

The Board of Directors shall have the power to make hardship exceptions to this requirement, in the event of the death or permanent disability of a unit owner, so long as not less than eighty (80%) percent of the units in the condominium are occupied in accordance with the criteria contained in this Declaration and the By-Laws of the Association. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times in order to comply with requirements of the Fair Housing Act, as amended in 1988, and as it may be further amended from time to time.

(g) Not make or cause any structural alteration to and/or in the building, specifically including, but not limited to screening and/or enclosure of private balconies, such as vinyl panels, affixing outside shutters to windows, and/or installing screen doors unless the design and make are approved by the Association, and/or removal of any additions or improvement or fixtures from the building, or do any act that will impair the structural soundness of the building. No carport shall be erected or constructed on the building side of the parking lot. Carports shall only be constructed after approval by the Board of Directors. Approval is at the Board's discretion and includes the right to approve or disapprove proposed location, construction type, style, color and other reasonable particulars. The owner(s) shall be responsible for all maintenance of the carport, up to the standards required by the Board of Directors. The Association may maintain the carport if, after reasonable notice, the owner(s) fail to maintain same to the Board's standards. All costs incurred by the Association in maintaining the carport(s) shall be assessed against the designated unit. The Association shall have the same lien and collection rights for carport assessments as the Association has for all other assessments, pursuant to the Declaration of Condominium.

(h) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbing or electricians authorized to do such work by the Board of Directors or the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agents shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger automobiles or passenger station wagons in the parking space allotted. Washing of passenger automobiles and passenger station wagons shall not be allowed on the premises.

(j) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from the outside of the units.

(k) 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 beach robe, other than at the pool site.

(l) Not be permitted to mechanically make any adjustments whatsoever without first obtaining the permission of the Service and Maintenance Contractor, with reference to any of the equipment found in the meter room, boiler room or washer and drier room.

(m) Not mechanically adjust or repair the television antenna or amplifier.

(n) Not be permitted to water lawn, plants or the shrubbery.

(o) Not to permit or allow any dogs or cats to walk upon the outside premises of the condominium unless the same be within the confines of the walk areas as are provided and designated as a pet walking area or areas.

21. **TERMINATION:** The condominium may be terminated in the following manner:

(a) **AGREEMENT:** The termination of the condominium may be affected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

(b) The Service and Maintenance Agreement attached as Exhibit "C" shall survive any termination of the condominium and shall continue to be an obligation of the parcel owners and shall continue to be a lien against the parcel owner's interest.

22. **COVENANTS:** All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

23. **INVALIDATION AND OPERATION:** Invalidation of any portion of the Declaration or of any provision contained in a conveyance of a condominium parcel whether by judgment or court order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violated the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

24. **INTERPRETATION:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 711, Florida Statutes.

25. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and officers has entered into an agreement with **METRO MANAGEMENT CO., INC.**, entitled "Service and Maintenance Agreement". Amendment or revision of such Service and Maintenance Agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the management company with the formality required for deed and duly filed among the public records of Pine4llas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said Maintenance agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed including, but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said Maintenance Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said Service and Maintenance Agreement; (c) ratifying, confirming and approving each and every provision of said Service and Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and (d) agreeing that the persons acting as Directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association may have an interest in some or all of the stock of **METRO MANAGEMENT CO., INC.**, and that such circumstances shall not, and cannot, be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Service and Maintenance Agreement in whole or in part. The Service and Maintenance Agreement, each and every provision thereof and the acts of the Board of Directors and officers of the Association entering into such Agreement be and the same are hereby ratified, confirmed and adopted.

MISCELLANEOUS COVENANTS

1. **COVERED PARKING SPACES:** The owner of each unit that has acquired or has been designated a parking space which is sheltered or covered in some manner shall be responsible for the insurance, maintenance and upkeep of said covered shelter.
2. **AUTOMOBILE PARKING SPACE:** Owner is given the right to use his parking space for automobile parking only; the parking space may from time to time be assigned by the Board of Directors of the Association to a unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking area with reference to the number of units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to an owner by the

Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the assignment of a parking space more convenient to his unit and to give the Association the power and flexibility to deal with such situation.

3. APPROVAL AND/OR CONSENT OF THE DEVELOPER AND/OR SERVICE AND MAINTENANCE CONTRACTOR: Whenever the Developer and/or Service and Maintenance Company's consent and approval is required herein, it shall be understood it shall only be for a period of fifteen (15) years from date hereof.

4. INSURANCE:

(a) Loss Less Than "Very Substantial":

Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgage is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required; as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' Liens to the Association, and execute any affidavit required by laws or by the Association, the aforesaid institutional first mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessments for such sum.

(b) "Very Substantial" Damage:

As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed as per Paragraph 17 (a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 17 (a) hereinabove shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

(3) Thereupon a membership meeting of the damaged building(s) shall be called by the Board of Directors of the Association, to be held not later than ninety (90) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred (100%) percent of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 711.16, Florida Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 711.16, Florida Statutes. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of paragraph 4 (a) (3) (4) above. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided in paragraphs 4 (a) (3) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(4) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

IN WITNESS WHEREOF, GEL-MET DEVELOPMENT CORP., Florida corporation, has caused these presents to be signed by President and its corporate seal attested to by Assistant Secretary, the day and above written.



Signed, sealed and delivered in the presence of:

Carl H. Barber

Linda B. Hamilton

GEL-MET DEVELOPMENT

By: Herbert Geller
Herbert Geller, President

Attest: Richard L. Chambers
Richard L. Chambers, Assistant Secretary

For good and valuable considerations, the receipt whereof is hereby acknowledged, FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC. has caused these presents to be signed in its name by the President and its Corporate Seal affixed, attested by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.

Carl S. Fisher

By: Herman Geller
Herman Geller, President

Linda B. Dainton

Attest: Ruth Luter
Ruth Luter, Secretary

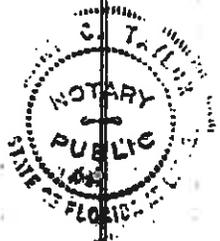
STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this 28th day of June A.D., 1973, before me personally appeared HERMAN GELLER and RICHARD L. CHAMBERS, the President and Assistant Secretary, respectively of GEL-MET DEVELOPMENT CORP., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged 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.

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

Mary C. Taylor
Notary Public

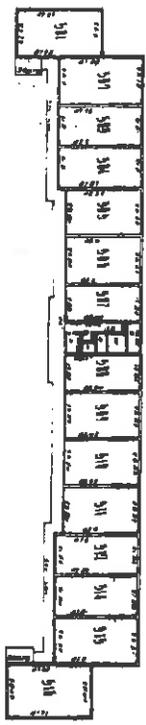
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MY COMMISSION EXPIRES JULY 8, 1975
GENERAL INSURANCE UNDERWRITERS, INC.



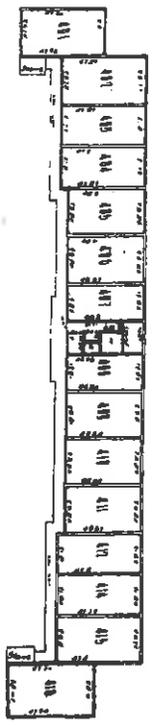
FIVE TOWNS OF ST. PETERSBURG - N° 302 A CONDOMINIUM

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Building No. 0098
Building No. 0099
Building No. 0100

ELEVATION



FIFTH FLOOR



FOURTH FLOOR

1. Staircase
 2. Elevator
 3. Utility Room
 4. Storage Room
 5. Common Area

Prepared By
JOHN C. OBENDIA & ASSOCIATES
 CONSULTING ENGINEERS AND LAND SURVEYORS

A F F I D A V I T

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this day personally appeared before me, the undersigned authority, JOHN C. BRENDLA, of JOHN C. BRENDLA & ASSOCIATES, who, after being duly sworn as required by law, deposes and says:

1. That the plat of Five Towns of St. Petersburg, No. 302, Inc a condominium, is as attached to and made a part of that certain Declaration of Condominium as Exhibit "B", to which this Affidavit is attached, and is a true and correct representation of the improvements therein described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

2. That from said survey and other documents recorded in said Declaration of Condominium of Five Towns of St. Petersburg, No. 302, Inc., can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08 (e) Florida Statutes, and is and shall be made a part of the aforesaid Declaration of Condominium of Five Towns of St. Petersburg, No. 302, Inc., a condominium.

4. Further Affiant said not.


Registered Land Surveyor No.
Registered Engineer No.

Sworn to and Subscribed before me this 16th day of July, 1973.


Barbara Haydel
Notary Public

My Commission Expires:

Notary Public - State of Florida at Large.
My Commission Expires Sept. 30, 1976.

Law Offices
Parker, Battaglia and Ross

3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33733
(813) 896-0045

202 150th Avenue
Post Office Box 8007
Madira Beach, Florida 33738
(813) 895-7516

JOINDER OF MORTGAGE

ST. PETERSBURG FEDERAL SAVINGS AND LOAN ASSOCIATION

herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit "A", attached, which mortgage is dated August 1, 1972, and recorded as Clerk's Instrument No. 72096493, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the Laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium, and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements pertaining thereto set forth and referred to in said Declaration.

ST. PETERSBURG FEDERAL SAVINGS AND LOAN ASSOCIATION

By Thomas E. McLean

its President

Attest Jean W. Giles

its Vice President and Secretary

Signed, Sealed and Delivered in the Presence of;

Emily S. Juscha
E. Laurale Brown

STATE OF FLORIDA) SS
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Thomas E. McLean and Jean W. Giles, as President and Vice President & Secretary, respectively of St. Petersburg Federal Savings and Loan Association who acknowledged before me that they, as officers of said Corporation, executed this Joinder and affixed the seal of the Corporation and that the same is the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 24 day of August, 1973.

Emily S. Juscha
Notary Public

My Commission Expires:

Lux Offices

Notary Public, State of Florida at Large
My Commission Expires SEPT. 21, 1975

Parker, Rutledge and Ross

3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33733
(813) 896-0045

202 150th Avenue
Post Office Box 8007
Madison Beach, Florida 33738
(813) 895-7516

1507

Exhibit C

SERVICE AGREEMENT MODIFICATION AND EXTENSION AGREEMENT

1435
6.00
96.00
9c

THIS AGREEMENT, made and entered into this 16th day of March, 1992 by and between H. GELLER MANAGEMENT CORP., a Florida corporation hereinafter referred to as "HGM", and Five Towns of St. Petersburg #302, Inc. a non-profit corporation existing under the laws of the State of Florida and responsible for the operation and maintenance of the Condominium created pursuant to that Declaration of Condominium dated June 28, 1973 and recorded at O. R. Book 4058, Page 1419 of the Public Records of Pinellas County, Florida (the "Declaration of Condominium") and legally known as Five Towns of St. Petersburg No. 302, Inc., A Condominium and having a common name of the "Dartmouth Building" (hereinafter called the "Condominium"), hereinafter referred to as "ASSN".

WITNESSETH:

WHEREAS, the parties hereto did previously enter into that certain SERVICE AND MAINTENANCE AGREEMENT dated June 28, 1973, pursuant to the terms of which HGM agreed to perform and provide certain designated services to ASSN in consideration of certain promises and compensation; and

WHEREAS, the said Agreement terminates on December 31, 1995, and the parties wish to modify and restate many terms and provisions of the Agreement and to extend the term thereof, as modified herein, all in one cohesive and entire written document which alone shall constitute and evidence the entire agreement between the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and covenant as follows:

I. That the original term of this Service Agreement is hereby extended for a period of eight (8) years so that the term, as herein extended, shall terminate on the 31st day of December, 2003.

II. HGM shall provide the following services in consideration of the monthly maintenance fee:

A. Acquire, on behalf of ASSN, the following types of insurance coverages under a Master Policy, to be secured and renewed each year that this Service Agreement is in full force and effect. In addition to the obligation to provide insurance coverage hereunder, HGM acknowledges and agrees that the insurance coverages and policies secured by HGM on behalf of ASSN shall comply with all requirements of Chapter 718 Florida Statutes and the rules promulgated thereunder.

(1) Public liability insurance with a minimum coverage of \$1,000,000.00 single bodily injury and \$2,000,000.00 per occurrence and liability for property damage in the amount of \$25,000.00.

(2) Fire and extended insurance coverage on the building(s) of the Condominium. Such coverage shall be in accordance with and subject to all conditions of Paragraph 17 of the Declaration of Condominium, save and except the coverages described in Paragraph 17(b)(3) which shall be acquired by the ASSN, and exclusive of any coverages insuring the contents, floor or wall coverings, and any appliances or damage caused by any appliance installed by a unit owner of any individual unit. It is specifically understood and agreed by all parties herein that fire and extended coverage insurance on the building(s) shall cover the physical building(s) itself, but shall not cover extras installed at the expense of any unit owner such as paneling, wallpaper or other wall or floor coverings, awnings, shutters and screens on patios, balconies and carports, nor the personal effects and/or personal property of any condominium unit owner, such as rugs, carpet, floor coverings and the like, drapes and curtains, furniture, or other items commonly included within a standard Homeowners Policy.

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO;
GEORGE L. HAYES III, P.A.
696 FIRST AVENUE NORTH, SUITE 303
POST OFFICE BOX 31687
ST. PETERSBURG, FLORIDA 33732-1687

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: JD

The Master Policy shall insure the ASSN and all other Associations and other Condominiums for which HGM has similar service agreements and in accordance with the foregoing terms. The insurance coverages provided under the Master Policy shall be negotiated by HGM which will attempt to secure the required coverages at the most favorable and reasonable rates and based upon currently available and prevailing deductibles. Prior to actually securing the relative policies, HGM shall consult with an "Insurance Committee", consisting of five (5) persons four of whom must all be unit owners of one of the condominiums in the Terrace Park of Five Towns development. The fifth member may be a non-unit owning insurance consultant of the Committee's choice. The members of the Insurance Committee shall be designated by a majority of the boards of directors of each of the associations for the condominiums located within the Terrace Park of Five Towns development. During the consultation, HGM shall inform the Insurance Committee of the identity of the insurance company, the coverages, the exclusions and the deductibles of the proposed Master Policy. The vote of a majority of the members of the Insurance Committee shall determine and approve the final terms of the Master Policy to be obtained by HGM under this Paragraph II.A. The vote shall be evidenced in writing and shall certify the Committee's approval and instructions to HGM to obtain the approved coverages on behalf of the ASSN. HGM's maximum responsibility for payment of the premiums for the Master Policy shall not exceed \$50,000.00 for the coverages applicable to the building(s) of all of the condominiums within the Terrace Park of Five Towns development ("HGM's Insurance Base"). HGM'S Insurance Base cost shall be increased at the rate of \$1,000.00 per year for each year that this contract is in full force and effect. Any premiums for the required coverages in excess of HGM's Base Cost, and/or any premiums for additional coverages required by the Insurance Committee, or any increase in premiums due to an increase in the replacement value and/or costs to repair or replace the improvements (all of which are herein called the "excessive costs") shall be paid by all of the Associations for the respective condominiums of the Terrace Park of Five Towns development on a Prorata Basis.

FOR PURPOSES OF THIS AGREEMENT, THE TERM "PRORATA BASIS" SHALL MEAN THE TOTAL AMOUNT OF THE APPLICABLE COST OR EXPENSE DIVIDED BY 1700 AND MULTIPLIED BY THE NUMBER OF UNITS IN THE CONDOMINIUM.

ASSN shall remit its prorata share of the excessive costs to HGM as soon as the Master Policy and the individual policies become effective.

Frequency of performance of services: Once annually, with periodic review on an as needed basis.

B. HGM shall provide unlimited natural gas to the individual units within the Condominium and the Terrace Park Community Improvements for cooking, heating and heating water. ASSN shall be responsible for any and all repairs or replacement of any and all gas pipes, connectors, regulators and all pipes to and including the outflow of the gas meter located within the common elements and if there is no gas meter, then to the geographic boundaries of the common elements of the Condominium. HGM shall only be responsible for the underground mains up to and including said outflow meter or, if none, to the geographic boundaries of the common elements of the Condominium.

Frequency of performance of services: Daily.

C. HGM shall provide electricity for all of the Common Elements of the Condominium, including but not limited to the parking lots, and for all of the Terrace Park Community Improvements including, but not limited to, the walkways, streets, exterior recreation areas, gazebos, swimming pools and shuffleboard courts, sprinkler pumps, pool pumps, lift stations, 1200 pound pressure pump for fire hydrants, air conditioning and heating of the recreation hall facilities and all other buildings, improvements or amenities herein referred to as the Terrace Park Community Improvements.

Frequency of performance of services: Daily, and periodically on an as needed basis.

D. HGM shall provide water to the individual units of the Condominium. Use of county water by the ASSN or any of its members for the purpose of sprinkling lawns, shrubs, gardens or washing cars without the prior express consent of HGM is strictly prohibited.

The costs of all repairs, maintenance or replacement of any and all hot or cold water pipes (except as set forth in subparagraph X.9. below), and all circulating pumps, if any, located within the units or common elements of the Condominium shall be borne exclusively by the unit owner or the ASSN, as appropriate. HGM shall inspect, clean and flush out the laundry room hot water boiler once every six months. HGM shall not be responsible for any repairs nor for replacement of any hot water boilers (except as set forth in sub paragraph X.13. below), nor any parts thereof. The inspection and cleaning of the hot water boilers as required hereunder, shall be performed by HGM in the presence of an authorized representative of the ASSN who shall acknowledge, in writing, upon the completion of the work that the work was performed.

The maintenance fees to be paid by the individual unit owners of the Condominium for the services provided herein are subject to the fee adjustments specified in Paragraph VI hereinafter.

Frequency of performance of services: Daily except for the inspection, cleaning and flushing of the hot water boilers which shall be done once every six months.

E. HGM shall provide sanitary sewer service for each of the individual units within the Condominium and for the Terrace Park Community Improvements. All sewer lines including, but not limited to, air vent stacks located within the Condominium and the main sewer lines extending from the building(s) of the Condominium to the common element boundaries of the Condominium shall be maintained, repaired or replaced and kept clear of blockages at the sole expense of the ASSN. HGM shall be responsible for the maintenance, repair and replacement of all sewer lines beyond the Condominium common elements boundaries. The sewer lift station servicing the entire Terrace Park of Five Towns development shall be maintained, serviced and repaired at the sole expense of HGM.

The maintenance fees to be paid by the individual unit owners of the Condominium for the services provided herein are subject to the fee adjustments specified in Paragraph VI hereinafter.

Frequency of performance of services: Daily, and periodically on an as needed basis.

F. HGM shall provide trash collection three times per week, pursuant to a master trash collection agreement between HGM and an independent trash collector and providing for collection of trash for all condominiums and all of the Terrace Park Community Improvements. The collection schedule shall be designated by HGM and the trash collection contractor. HGM shall pay up to \$5,200.00 per month for these trash collection services. This payment cap is based upon HGM's prior and current year's trash collection expense experience. The maintenance fees to be paid by the individual unit owners of the Condominium for the services provided herein are subject to the fee adjustments specified in Paragraph VI hereinafter.

In the event that in the future governmental ordinances or regulations mandate that ASSN commence or participate in any recycling program, the parties shall negotiate, at that time, HGM's responsibilities and compensation with regard to its aiding the ASSN with its compliance.

Frequency of performance of services: According to the schedule set forth hereinabove and as provided in the Master Trash Collection Contract.

G. HGM shall provide one security guard for the entire Terrace Park of Five Towns project under a contract between HGM and an independent company providing security services. The security guard shall be on duty ten hours per day, seven days per week and 52 weeks per year. The current

contract with the security company requires HGM to pay \$7.10 per hour for the security guard. In the event that the charges for the security guard are ever increased above said amount the excess shall be borne by the ASSN on a Prorata Basis, unless associations of condominiums in the Terrace Park of Five Towns development representing at least 75% of the total number of units in the entire development vote to decrease the security services provided and the cost of the services, as decreased, does not exceed HGM's present cost for providing the services described in this paragraph. In that event, the services will be decreased accordingly.

Frequency of performance of services: Daily, ten hours per day during the hours of 7:00 p.m. to 5:00 a.m., or as otherwise required and provided in the Security Services Contract between HGM and the Security Services provider.

H. Regarding the elevator, HGM shall, on behalf of the ASSN, maintain a contract with a qualified elevator service and maintenance contractor for the periodic service, maintenance and repair of the elevators within the Condominium building. The ASSN acknowledges by its execution hereof, that it has received a copy of, and has reviewed and approved, the current elevator service and maintenance agreement. In the future if HGM modifies the existing contract or enters into a new contract, HGM shall provide a copy of the new or modified contract to the President of the ASSN. ASSN shall be responsible for the payment of: all costs attendant to telephone service within the elevator; all costs incurred for the repair, maintenance or service of the elevator not covered by the contract; and all inspection fees. HGM shall only be responsible for the payment of the monies required under the elevator service and maintenance agreement and for the enforcement of its terms and provisions, which may not include the repair or replacement of some of the components of the elevator.

I. HGM shall cause the lawns of the Condominium to be fertilized with a recommended fertilizer three times per year, one time each in the Spring, Summer, and Winter of each year on a schedule HGM shall determine. A recommended weed killer will be applied with the fertilizer when recommended in order to control excessive weeds. The lawns shall be mowed, when needed, but not less frequently than once every seven (7) days during the growing season of May, June, July, August, September and October. During the remainder of the year the lawns shall be mowed when needed. The lawns shall be watered on an as needed basis. Each watering shall be sufficient in amount and application so as to approximate, as closely as practical, the equivalent of one inch of water, including any rainfall, during each consecutive seven (7) day period. HGM shall spray the lawns with a recommended insecticide as necessary to control insect infestation. Ant hills shall be treated with a recommended insecticide as they appear. The lawns shall be edged when needed during the growing season of May, June, July, August, September, and October, but not more frequently than once every thirty (30) consecutive days. During the remainder of the year, the lawns shall be edged as needed. Once annually, on a schedule determined by HGM, soil samples shall be taken from the lawns and forwarded to the University of Florida or other appropriate testing facility, in order to test the soil for the presence of chinch bugs and proper Ph. The lawns and soils shall be aerated and thatched, as needed, and as recommended by an experienced lawn care person of HGM's choice.

HGM shall prune flowering type shrubbery after they cease blooming. All other shrubbery and trees shall be pruned or trimmed as needed but not less than twice a year. Shrubby shall be watered contemporaneous with the watering of the lawns as described above. All shrubbery shall be fertilized three (3) times per year. All shrubbery shall be watered immediately after fertilizing. Shrubby shall be sprayed with a recommended insecticide to control insect infestation. All grass and weeds shall be removed from the shrubbery an flower beds at least four times per year, or more frequently if it is needed, but not more frequently than six (6) times a year.

HGM shall remove all dead palm fronds at least once every sixty (60) days and shall remove the "bloom" and fruit of the palm trees as they

occur. Palm trees shall be watered contemporaneous with the watering of the lawns as described above. All palm trees shall also be watered immediately after fertilization. HGM shall cause the palm trees to be fertilized, on an as needed basis, but not less frequently than twice per year.

Whenever in this subparagraph H HGM is to spray for infestation, such infestations are limited solely to those treatable without any special license or governmental approvals and not otherwise subject to governmental regulation. The cost of remedying any other infestations, including nematodes, shall be borne by the ASSN. HGM is not responsible for any care or maintenance of any additional flowers, shrubbery or trees planted by the ASSN or individual unit owners nor for any activities or responsibilities not expressly set forth herein. HGM is not responsible for the removal of trees nor for any damages caused by any governmental regulation or ordinance including, but not limited to, water restrictions, nor for damage caused by wind, flooding, drought, hurricane, freezing, pests, pestilence, insect infestation, or any other natural cause. In order to assure ASSN that quality products are used and that appropriate lawn service procedures are followed by HGM, HGM shall perform the procedures described herein, and shall apply all fertilizers and insecticides under guidelines suggested by an experienced lawn care person of HGM's choice or as recommended by the Pinellas County Extension Agency or a like quasi-governmental body. Any costs for services which are not expressly set forth herein as being the responsibility of HGM shall be borne by the ASSN. In the event a dispute arises as to the frequency, method, manner, responsibility or other matter as to any services to be provided under this paragraph, the matter shall be settled by binding arbitration. In such arbitration, HGM shall select one qualified horticulturalist, the ASSN shall select another qualified horticulturalist and the two selected shall choose a third; all of which shall act as arbitrators. The decision of a majority of the arbitrators shall be binding. Prior to each application of any insecticides or fertilizers on Condominium property, HGM shall inform the President of the ASSN of the date when they will be applied.

In order to keep the ASSN. and all other associations and unit owners of the Terrace Park of Five Towns Development currently advised about the lawn and landscaping maintenance program as required herein HGM shall establish a lawn and landscape maintenance committee consisting of five (5) owners of units within the Terrace Park of Five Towns Development and shall appoint its members. The committee shall meet with HGM at least one time per month in order that it may be kept advised by HGM regarding issues concerning the maintenance program for the lawns and the landscaping. This committee shall, in turn, report the information directly to the Council of Directors of the Terrace Park of Five Towns Development. The parties expressly acknowledge that the purpose of this committee is for the purpose of disseminating information only and that the committee shall have no independent authority or power and HGM reserves the right to terminate and disband the committee if it feels it would be appropriate to do so.

Frequency of services performed: On an as needed basis except as expressly set forth above.

J. Regarding the cleaning of the Condominium, HGM shall have representatives at the Condominium daily, Monday through Friday in order to perform the following services on the following schedule. On Mondays, Wednesdays and Fridays of each week, HGM shall broom sweep the first floor lobby of the condominium building, the elevator floor and the restroom floors, and once per week shall mop same. On an as needed basis, HGM shall damp mop those core areas of the Condominium building(s) which are above the first floor(s). Once per week HGM shall broom sweep the core areas of the Condominium common elements; the stairways and the walkways within the Condominium and shall damp wipe all railing tops of the Condominium once per month. Any visible cobwebs or mud-daubbers shall be removed during regularly scheduled cleaning times. HGM shall wipe down all utility service cabinets, mailboxes and fire extinguisher cabinets in the Condominium building walkways and in the Condominium core areas once per week. Provided that there are no applicable governmental water

restrictions in effect for the hours of 7:30 AM to 3:30 PM, Monday through Friday, HGM shall hose down the inside walls of the exterior stairways and wash down the steps of same as needed, but not more frequently than once every six (6) months. HGM shall clean and mop the laundry room(s) two (2) times per week.

Once per week the floor of the trash dumpster area shall be mopped with disinfectant and once per week the area shall be sprayed for insects and vermin. In order to maintain clean and sanitary conditions in the trash area it shall be the responsibility of the ASSN and/or Board of Directors to mandate and enforce rules that require the unit owners to use plastic bags with ties for disposing of trash. HGM shall not be responsible for cleaning any screen doors nor any windows or screens on windows except for those screens or windows in the laundry or utility building(s). Exterior light fixtures, if any, shall be cleaned and dead insects shall be removed by HGM, as necessary, but not more often than once during any six (6) month period.

Frequency of services performed: Daily, Monday through Friday and during the hours of 7:30 AM to 3:30 PM in accordance with the schedule set forth above.

K. Regarding the painting of the Condominium, HGM shall only be responsible for painting one coat of high quality paint on the painted exterior portions of the exterior doors and door jams on the first floor except those doors on enclosed patios or balconies in the rear of the building(s), if any. This painting shall be done on an as needed basis, but not more often than once in any three year period. HGM shall paint the walls and ceilings of the laundry room(s) on an as needed basis but with regard to the walls not more often than once in any three (3) year period. HGM shall paint the floor(s) of the laundry room(s) on an as needed basis but not more often than once in every eighteen (18) month period.

Frequency of services performed: On an as needed basis as provided herein.

L. HGM shall sweep the parking lots of the Condominium and dispose of the debris collected, quarterly on a schedule as determined by HGM and which schedule shall be delivered to the ASSN at the beginning of each year of the term of this Agreement. The ASSN is responsible for making certain that the parking lot is clear of parked vehicles and other obstacles on the day of sweeping. HGM shall alert the ASSN, several days prior to the scheduled sweeping day, to allow the ASSN adequate time for it to assure that all vehicles and other obstacles will be removed from the parking lot at the time of the sweeping. At the request of the ASSN, and not any individual Unit Owner(s), HGM shall paint and renumber the "bumpers" in the parking areas of the Condominium for a fee equal to \$.75 for each repainted or renumbered bumper and \$.50 for each repainted dividing line. The work will be performed within a reasonable time after the ASSN's request, during the time period of October 1 to March 15, pursuant to a schedule to be determined by HGM.

Frequency of services performed: Four times per year or as otherwise set forth.

M. Regarding the roof(s) of the Condominium building(s), HGM shall only be responsible for removing debris from the roofs and from the gutters and downspouts, if any, on an as needed basis, but not more often than once every six (6) months.

HGM shall reimburse the ASSN up to a maximum of \$100.00 for any repairs ASSN makes to the roof during any six (6) month period to prevent leakage, including filling the pitch pans. This reimbursement is not cumulative for successive six (6) month periods and in no event shall HGM reimburse the ASSN more than \$100.00 during any six (6) month period. Under no circumstances shall HGM be liable to make any repairs to the roof nor for the replacement of any portion thereof.

Frequency of services performed: As set forth above.

N. Excluding any buildings in the Condominium which have previously been painted and any such buildings which may be painted in the future, HGM shall pressure clean with water, and treat any problem areas with a water/chlorine solution or other appropriate solvent, the exterior stuccoed portions of the buildings (excluding roofs and windows) of the Condominium, one time during the term of this Agreement, as extended hereby. Subsequent to this one time pressure cleaning by HGM, HGM shall perform this pressure cleaning service in the future upon ASSN'S request, as described herein, and shall supply the equipment and materials and ASSN shall reimburse HGM for its labor costs incurred in performing this service at the rate of \$10.00 per man hour. In the event that the ASSN decides to hire an independent contractor, not HGM, to perform any similar pressure cleaning services and the independent contractor utilizes any water supplied by HGM, the ASSN shall reimburse HGM for the cost of the water utilized. In order to assure proper reimbursement, the ASSN shall notify HGM of the work and the need for the water prior to its usage.

The parties hereto expressly acknowledge that due to the age of the building(s), any such pressure cleaning itself may cause damage to the building(s). HGM shall perform this service only upon the written request of the ASSN accompanied by a general release, in form satisfactory to HGM and duly executed by authorized representatives of the ASSN, releasing HGM and any and all of its employees, independent contractors, agents or representatives from any and all damages, claims, causes of action or the like which the ASSN has or may have due to HGM'S performance of the services described in this subparagraph.

Frequency of services performed: as set forth herein.

O. HGM shall designate and provide, during such time as this contract is in full force and effect and providing that the ASSN and all of its members are not in default of payment under the terms of this Agreement, recreational areas and other amenities to be used by the unit owners of the Condominium on a non-exclusive basis for recreational and social purposes in accordance with rules promulgated by HGM in its sole discretion. It is expressly understood that the rights granted herein are simply the non-exclusive right to use but not to own the recreational areas and amenities; all ownership of such recreational areas or facilities belongs to Herm Geller, and/or his assigns. The recreational areas and amenities described in this Paragraph are the currently existing facilities located in the Terrace Park of Five Towns development, to-wit: tennis courts, shuffleboard courts, swimming pools, meeting rooms and kitchen facilities. HGM shall provide one person who shall have the sole right and responsibility of scheduling all functions which are programmed for the various recreational facilities provided for herein for the Condominium unit owners and shall also be responsible for scheduling all functions programmed by the different clubs and/or organizations that may be formed by those living within the Terrace Park of Five Towns development. No unit owner or Association shall be allowed to schedule or maintain any private function without the prior consent of HGM. Nothing contained herein shall be construed so as to require HGM to oversee the various programs of the clubs or organizations, nor to supply any items for the performance and functions of said clubs or organizations, such as billard table tops or resurfacing of shuffleboard courts, except as provided in Paragraph K.14. below. HGM has the right to designate and provide such recreation facilities through a contractual agreement it has with the owner of that property and the services described in this Paragraph are provided to the ASSN and the unit owners of the Condominium at no additional cost. This provision of the services described in this Paragraph is conditioned, however, upon the ASSN's and the unit owners' and any other assignee of Herm Geller's reasonable use of said areas and facilities and their covenant and obligation to assure that after each use, the areas, the facilities and the amenities are left in a clean and proper condition including, but not limited to, the kitchens and the meeting rooms.

The recreational facilities and areas are available to all unit owners of all condominiums in the Terrace Park development regardless of whether they are members of any specific clubs or organizations which may be formed by those living within Terrace Park and regardless of whether they are current with their obligations to those clubs. In the event, however that any unit owner is delinquent in the payment of its maintenance fees as required under the terms of this contract or the Declaration of Condominium, the use and enjoyment of the recreational facilities may be denied to any such delinquent unit owner.

Frequency of services performed: On an as needed basis according to schedules prepared and posted by HGM.

P. Provided that the ASSN. and all of its members strictly adhere to the procedure described below for requesting service, HGM shall repair, but not replace, the amplifier and antenna located within the Condominium and providing common television reception to the units of the Condominium. HGM shall not be responsible, in any manner, for the repair or replacement of any transmission lines and/or cable splitters occurring either between the amplifier and the antenna or the amplifier and any of the units of the Condominium.

The procedure for requesting service shall be as follows:

(i) If the request for service is made during normal business hours, as defined in subparagraph II.R. below, the request shall be made to HGM's maintenance office.

(ii) If the request for service is made at any time other than normal business hours, the ASSN's authorized representative shall call either one of two television service and repair companies chosen and designated by HGM. HGM shall choose the two acceptable companies and provide the names, addresses and telephone numbers of the companies to the President of the ASSN. In the event that HGM decides to substitute another company for one or both of the acceptable companies, HGM shall inform the President of the ASSN, in writing, of the identity of the new company. It shall be the responsibility of the ASSN to keep its members advised of the identity of the two acceptable companies.

Frequency of services performed: On an as needed basis.

Q. The parties hereto expressly acknowledge and stipulate that HGM has or may have, in the past, undertaken on a voluntary basis to perform certain services and activities, at its own cost, which were not required under the express or implied terms of any previous service and maintenance agreement. Regardless of any past activities and services, because of the age of the buildings, inflationary trends which are greater than the inflationary increase in the maintenance fees, and other matters beyond the control of HGM, HGM will no longer do or perform any services, whether or not it did or did not perform them in the past, which are not expressly and specifically contained within the four corners of this Agreement; it being expressly understood and agreed that there are absolutely no implied obligations on the part of HGM whatsoever. The services to be performed by HGM are expressly set forth herein and no other services will be performed on behalf of the ASSN by HGM unless those additional services shall be contracted for with HGM outside of this Agreement. The only exception to the foregoing is the community bus service which is currently being operated by HGM at its cost. HGM reserves the right, at its option, to update or modify the bus providing this service including, but not limited to, changing the make model and seating capacity of the bus. This right to modify the bus service shall not include the right to discontinue it. Furthermore, in the event that HGM shall ever, at any time, do or perform any act or service not expressly required hereunder, on a voluntary basis or otherwise, the performance of those services shall not obligate HGM to perform similar services in the future nor shall it be deemed to set any precedent for the future.

R. HGM shall arrange for any repairs or services required to be made under Paragraph 2, subparagraphs B, C, D, and E, to be arranged and commenced as soon as reasonably practical after HGM's receipt of notification of an interruption in service or need for repair. HGM shall use its best efforts to provide prompt attention to the problem, all at no cost to ASSN, and as provided for hereunder. During normal business hours, 7:30 AM - 3:30 PM, Monday through Friday, notification of service interruption or problems shall be provided to the maintenance office. After those hours, notice shall be provided to the Security Guard on duty and, if none, to the appropriate service subcontractor listed on a list prepared and posted by HGM. ASSN shall notify its unit owners of these notification procedures.

III. HGM recognizes that from time to time various clubs and/or organizations may be formed by the unit owners of the various condominiums within the Terrace Park development where the organization may require its members to pay nominal dues and fees for the financial assistance in the performance of their functions. It is specifically understood that HGM shall in no way be liable to any person, for any reason, based upon these fees or dues nor shall it be responsible for their collection or enforcement. Nevertheless, the amount and manner of payment of any such fees and dues assessed by the various clubs and/or organizations, shall be subject to the prior review and approval by HGM. Delinquent club fees shall not be grounds for refusing a unit owner access to or use of any facilities as long as that resident has paid the maintenance fees due to the ASSN and HGM. All functions and activities shall at all times be conducted in compliance with Government regulations, the Declaration of Condominium, the Articles of Incorporation, By-Laws and rules of the ASSN and the terms and provisions of this Service Agreement.

IV. HGM covenants and agrees, subject to insurance conditions and the fee adjustments for liability coverages as provided herein, to procure and keep in force public liability and workmen's compensation insurance to protect HGM and the ASSN from claims or damages to persons or property or from injury to any employee of HGM incurred while HGM or its employees are performing any duties under the terms of this Agreement; said insurance coverage shall be in a minimum amount of \$1,000,000.00 single limit bodily injury and/or property damage. It shall be the responsibility of the ASSN or the individual unit owners to make available to HGM on demand, evidence of insurance carried by any workman, repairman, laborer, craftsman, contractor or subcontractor or any other person hired or employed by either for the ASSN or any individual unit owner to perform construction, maintenance or repair work on the Condominium common elements, limited common elements or units. Likewise, it shall be the responsibility of HGM to make available to ASSN on demand, evidence of insurance HGM is required to provide hereunder.

Frequency of services performed: Annually or otherwise on an as needed basis.

V. HGM shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly to any person whatsoever, for any accident, personal injury, breakage or damage to the ASSN or its property, the unit owners or any of their property, or to any other person or owner of any equipment, machinery or appliance which was not caused by, or attributable to, the gross negligence or intentional act of HGM or any of its agents, employees or servants, nor shall it be held responsible or liable for any loss, damage, detention or delay in the furnishing of materials or the failure to perform any service or duty as herein provided, when such delay or failure was caused by fire, flood, strike, act of civil or military authorities, insurrection or riot, act of God, casualty, condition of the elements or by any other cause which was unavoidable, unforeseen or beyond its reasonable control.

VI. In consideration of the services provided by HGM under this Agreement, ASSN shall pay to HGM the following monthly service and maintenance fees, reimbursements and adjustments. It is understood and agreed that the payment of the consideration to be made to HGM under this Service Agreement

shall be the responsibility of the ASSN and each of its individual members and shall be borne by the ASSN and each unit, and its owner, in the Condominium and apportioned as follows:

<u>CATEGORY A</u>		<u>CATEGORY B</u>				<u>CATEGORY C</u>	
107	108	103	104	112	114	105	106
207	208	203	204	212	214	205	206
307	308	303	304	312	314	305	306
407	408	403	404	412	414	405	406
507	508	503	504	512	514	505	506

<u>CATEGORY D</u>			<u>CATEGORY E</u>			<u>CATEGORY F</u>
109	110	111	101	102	115	116
209	210	211	201	202	215	216
309	310	311	301	302	315	316
409	410	411	401	402	415	416
509	510	511	501	502	515	516

NOTE: For each unit listed above having an asterisk () next to it, denoting a unit containing a washer and/or a dryer, the Schedule of Initial Monthly Service and Maintenance Fees shall be increased by \$4.00.

SCHEDULE OF INITIAL MONTHLY SERVICE
AND MAINTENANCE FEES

CATEGORY A	<u>\$104.09</u>
CATEGORY B	<u>\$106.09</u>
CATEGORY C	<u>\$112.32</u>
CATEGORY D	<u>\$113.32</u>
CATEGORY E	<u>\$118.32</u>
CATEGORY F	<u>\$123.32</u>

The above schedule of the "Initial Monthly Service and Maintenance Fees" shall continue through December 31, 1992. Thereafter, in order to partially defray HGM's increased costs of performing the services described in this Agreement other than those described in Paragraphs II.B, II.C, II.D, II.E, II.F, and II.G, the Monthly Service and Maintenance Fees shall be increased, annually, according to the following schedule. Commencing January 1, 1993 \$2.00 per unit shall be added to the then current Service and Maintenance Fees and that new amount shall be paid each month for that year. Thereafter, through December 31, 1995 on the first day of each January, \$2.00 per unit shall be added to the then current Service and Maintenance Fee and that new amount shall be paid each month for that year. Commencing January 1, 1996, \$4.00 per unit shall be added to the then current Monthly Service and Maintenance Fee and that new amount shall be paid each month for that year. Thereafter for the term of this agreement, on the first day of each January \$4.00 per unit shall be added to the then current Service and Maintenance Fees and that new amount shall be paid each month for that year.

A. In addition to the Monthly Service and Maintenance Fees to be paid as described in this Agreement, the ASSN shall reimburse HGM for its costs in providing the services set forth in Paragraphs II.B. and II.C. above. A portion of the initial Monthly Service and Maintenance fees has been allocated to the reimbursement based upon the Base Cost as described hereinafter. This Base Cost is a projected cost. The actual costs shall be reimbursed by making an annual adjustment as follows:

1. Regarding the services described in Paragraph II.B. above concerning gas, the ASSN shall reimburse HGM, on a Prorata Basis, for its

actual costs in providing this service. The parties acknowledge that it is impossible to presently and precisely predict what HGM's cost for providing the gas service described in Paragraph II.B will be in future years. Therefore they agree that there will be an annual adjustment to the monies to be reimbursed based upon HGM's actual cost of providing this service during the preceding year. For the initial calendar year of this Agreement (1992), a "Base Cost" of \$9,371.99 has been established by taking the average of HGM's cost of providing these services during the calendar years of 1989, 1990 and 1991. That average cost of those three years is \$212,431.85; see Exhibit "A" attached hereto and incorporated herein. The parties acknowledge that the costs for October, November and December of 1991 were not yet available at the time the base was established, so for purposes of establishing the Base Cost, HGM's costs for October, November and December of 1989 and 1990 were averaged and used to establish the 1991 costs. Each successive calendar year of the term of this Agreement the ASSN's reimbursement will be adjusted so as to pass through to the ASSN HGM's actual cost of providing the services described in Paragraph II.B. above. The adjustment shall occur if HGM's actual cost either: falls below the "Base Cost"; or exceeds the sum of \$9,463.23 (the ASSN's "Gas Reimbursement Figure"). The ASSN's Gas Reimbursement Figure has been calculated by assigning the ASSN's Prorata Basis to an estimated annual cost of \$214,500.00. Following the end of each calendar year during the term hereof, and prior to February 15th of the next year, HGM shall calculate its cost of providing said services during that calendar year and shall notify the ASSN, in writing, of the results and method of the calculation and the amount of ASSN's Prorata Basis share of the actual cost. In the event that HGM's actual cost for providing the service during that year was higher than the the ASSN's Gas Reimbursement Figure, HGM shall bill the ASSN for the excess and ASSN shall pay to HGM the difference between the ASSN's Gas Reimbursement Figure and HGM's actual cost, determined on a Prorata Basis, within forty-five (45) days after the date of the notification. On the other hand, if the actual cost was less than that for the Base Year, HGM shall pay the Prorata Basis amount of the difference, directly to the ASSN, within forty-five (45) days of the date of the notification.

2. Regarding the services described in Paragraph II.C. above concerning electricity, the ASSN shall reimburse HGM for its actual costs in providing this service to the common elements of the Condominium and, on a Prorata Basis, for its actual costs in providing this service to the Terrace Park Community Improvements. The parties acknowledge that it is impossible to presently and precisely predict what HGM's cost for providing the service set forth in Paragraph II.C. above will be in the future. Therefore they agree that there will be an annual adjustment to the monies to be reimbursed based upon HGM's actual cost of providing the service during the preceding year. For the initial calendar year of this Agreement (1992), a "Base Cost" of \$ 5,093.71 has been established by taking the average of HGM's cost for providing this service during calendar years 1989, 1990 and 1991; see Exhibit "B" attached hereto and incorporated herein. The cost of providing this service to the common elements of the Condominium shall be determined from the meter serving the Condominium. The cost of providing this service to all other buildings, improvements and amenities in the Terrace Park Community Improvements shall be determined on a Prorata Basis, as that term is defined hereinabove. The parties acknowledge that the costs for October, November and December of 1991 were not yet available at the time the base was established, so for purposes of establishing the Base Cost, HGM's costs for October, November and December for 1989 and 1990 were averaged and used to establish the 1991 costs. Each successive calendar year of the term hereof, the ASSN's reimbursement will be adjusted based upon HGM's actual cost for providing the service described in Paragraph II.C. Following the end of each calendar year during the term hereof, and prior to February 15th of the next Calendar Year, HGM shall calculate its cost of providing their service during that year, and shall notify the ASSN, in writing, of the results and method of the calculation and the ASSN's Prorata Basis share of the actual cost. In the event that HGM's actual cost for providing the Paragraph II.C. services during that year was higher than the Base Cost, HGM shall bill the ASSN, on a Prorata Basis, for the excess and ASSN shall pay that amount to HGM

within forty-five (45) days after the date of the notification. On the other hand, if the actual cost of providing the services was less than the Base Cost, HGM shall pay the Prorata Basis amount of the difference, directly to the ASSN, within forty-five (45) days of the date of the notification.

B. The Monthly Service and Maintenance fee shall be increased in the following manner in the event HGM experiences certain increases in the cost of providing the following services under the terms of this Agreement:

1. Providing the services described in Paragraph II.D. above regarding water. In the event that HGM's cost for providing these services is increased because of an increase in the rate charged, per gallon, by the governmental authority or utility supplying such water above the rate which is in effect as of January 1, 1992, and provided that such increase is equal to, or more than, one (1%) percent of the then current rate per gallon, then for each such one (1%) percent increase there will be a \$.06 increase in the then current Monthly Base Service and Maintenance fee, per month per unit. Notwithstanding anything else to the contrary, in the event that the current surcharge of \$1.10 per month is ever discontinued, reduced or increased by Pinellas County, or any Department or Division thereof, or by any other governmental body or political subdivision or any utility having appropriate authority or jurisdiction, the Monthly Base Service and Maintenance fees shall be adjusted, as soon as reasonably practical, so as to reflect the discontinuation, reduction or increase of such water surcharge.

2. Providing the services described in Paragraph II.E. above concerning sanitary sewer. In the event that HGM experiences any increase in the cost of providing these services, and such increases are caused by an increase in the rate mandated by the governmental authority providing such sanitary service, then any such increase, either directly calculated on a per unit basis or, if appropriate, on a Prorata Basis, shall be added to the then current Monthly Base Service and Maintenance fee for each unit effective the first month following such increase in the rate charged by the authority providing such sanitary service. Any such increase shall be determined in accordance with increases actually charged to or experienced by HGM.

3. Providing the services described in Paragraph II.G. above concerning the security guard. In the event that HGM's cost of providing this service ever exceeds its present costs, for any reason, the ASSN shall pay all costs in excess of HGM's present costs (the "excess costs") on a Prorata Basis. The then current Monthly Service and Maintenance fees shall be increased, on a Prorata Basis, beginning with the first month following the effective date of any such excess charges.

4. Providing the service described in Paragraph II. F. above regarding trash collection. In the event that HGM's cost for providing these services exceeds \$5,200.00 per month, for whatever reason, the ASSN shall pay all costs in excess of said amount on a Prorata Basis. The then current Monthly Service and Maintenance Fees shall be increased, on a Prorata Basis, beginning with the first month following the effective date any such costs are experienced by HGM. In the event that in the future any governmentally mandated trash recycling program causes HGM's cost for providing this service to decrease, HGM shall credit against the monies to be paid by the ASSN hereunder, an amount of money which shall be equal to the Prorata Basis cost decrease caused by the mandatory recycling program.

HGM reserves the right to forbear collection of any adjustment to reimbursement or increase in the Monthly Service and Maintenance fees as provided in this Paragraph VI, at its option and for any reason, and to charge and/or collect that adjustment or increase at a future date whenever HGM determines it to be economically and administratively feasible for it to bill and collect the increase. Any such forbearance shall not constitute a waiver of the right to collect that, or any future, adjustment or increase.

Whenever, pursuant to the terms of Subparagraphs VI.A. or VI.B. hereof, there occurs an adjustment or increase in the Monthly Service and Maintenance fees HGM shall provide the President of ASSN with reasonably satisfactory evidence of the adjustment or increase and the method of the calculation.

The parties hereto acknowledge that it is their express intent that the ASSN merely reimburse HGM for its costs of providing the services set forth in Paragraphs II.B and II.C. above, and compensate HGM, as agreed herein, for increases it experiences in providing the services set forth in Paragraphs II.D., II.E. and II.G. above and they have devised the foregoing methods of calculating the costs thereof in an attempt to satisfy these goals due to the difficulty of presently predicting costs and increases. In the event that, for whatever reason, any or all of these methods or formulas for calculation shall not have been accurately calculated in accordance with the provisions of this Agreement or might otherwise fail, for whatever reason, to comply with applicable law, such inaccuracy or failure shall not render this Agreement, or any portion thereof, void or voidable. The parties shall investigate the circumstances of such inaccuracy or failure and determine whether any amounts were overpaid or underpaid by ASSN and the party responsible for the shortfall shall pay the amount of the shortfall to the other party within thirty (30) days of the final adjustment. ASSN further acknowledges that the monies billed by or paid by HGM, pursuant to this paragraph, shall be billed or paid directly to ASSN and not to the Unit Owners of the Condominium, and that it shall be the responsibility for the ASSN to specifically and timely assess or refund any such monies directly to the Unit Owners of the Condominium.

VII. Payments. Whereas this Agreement is contracted by and between HGM and the ASSN, the ASSN is obligated to pay to HGM all payments of the Monthly Service and Maintenance fees as provided herein, and all adjustments or increases thereof to be paid under this Agreement and as provided for herein regardless of whether any unit owner might also be obligated to make that payment. All such monthly payments shall be due and payable, in advance, on or before the first of each month.

ASSN hereby authorizes and delegates to HGM, and HGM hereby accepts, ASSN's delegation of authority to collect all Monthly Service and Maintenance fees from the individual unit owners. Provided that there then exists any delinquency in the payment of the Monthly Service and Maintenance Fees, HGM may, at any time, cancel the right or obligation to collect the fees and to look to ASSN for the resumption of the collection of same. The collections of the fees by HGM on behalf of the ASSN shall not release or otherwise alleviate the ASSN from any responsibility for nonpayment of said fees nor for the existence of any delinquent amounts on the part of any individual unit owners. Any amount not paid by the tenth of the month shall be considered delinquent. IF A UNIT OWNER IS DELINQUENT FOR SIXTY (60) DAYS HGM SHALL NOTIFY THE ASSN AND THE ASSN SHALL IMMEDIATELY COMMENCE, AND DILIGENTLY AND IN GOOD FAITH PROSECUTE, ALL LEGAL MEANS AVAILABLE TO COLLECT THE DELINQUENT AMOUNTS. IN THE EVENT THAT ASSN SHALL FAIL OR REFUSE TO COLLECT, OR ATTEMPT TO COLLECT, THE DELINQUENCY HGM MAY, AT ITS OPTION AND IN THE NAME AND STEAD OF ASSN, COLLECT SAID DELINQUENCY BY ALL LEGAL MEANS; THE ASSN HEREBY AUTHORIZING HGM TO TAKE SUCH ACTION AT ITS OPTION.

VIII. In addition to those rights set forth hereinabove, HGM shall have the right to charge interest, which interest shall accrue at the rate of ten percent (10%) per annum, on any and all delinquent accounts until paid in full. Any and all costs incurred by HGM or the ASSN in collecting same, including reasonable attorney's fees, shall be the responsibility of the delinquent party, the ASSN, or both, in the appropriate case.

IX. The minimum number of personnel to be employed by HGM for the purpose of supplying the services set forth in this Agreement to the ASSN is 20.

X. HGM's Additional Responsibilities and Duties. In addition to the obligations set forth and described above, HGM shall perform the following:

1. Hire, pay, supervise and discharge the personnel necessary to be employed in order to perform the services described herein. Such personnel shall, in every instance, be independent contractors or in the employ of HGM; which shall have the right to hire and employ, or terminate, any person who is, or is not, qualified in the opinion of HGM.

2. Replace light bulbs located in any exterior lighting fixtures within the common elements of the Condominium once a week, provided, however, that the ASSN shall furnish the light bulbs (maximum of 40 watts) at its expense. Light bulbs for the laundry room(s), the core areas, the stairwell(s), and the "exit" signs shall be furnished by HGM.

3. Maintain and repair, when needed, the swimming pools comprising a part of the Terrace Park Community Improvements; which duty shall include to the cleaning thereof and the insertion and maintenance of chemicals in accordance with the specifications set forth by the Board of Health of the State of Florida and Pinellas County. It is expressly understood that HGM shall only be responsible for causing the main pool located at the 79th Street recreational hall to be heated. In the event that, for whatever reason, the heating system for that particular pool is inoperable, HGM shall cause the Lakeview East pool to be heated during such period of inoperability. HGM shall also repair and restrap, or replace, as needed as determined in the sole discretion of HGM, the following number and inventory of lawn chairs and lounges located throughout the Terrace Park of Five Towns development. The parties expressly stipulate that all unit owners, members and guests of all condominiums located in the Terrace Park of Five Towns development are entitled to use the pool areas, lawn chairs and lounges in accordance with paragraph II.O. above notwithstanding the name used below to designate the pool area:

<u>Pool Area</u>	<u>No. of lawn chairs</u>	<u>No. of lounges</u>
Main Recreational Area Pool (79th St.)	35	17
80th St. Recreational Area Pool	16	12
Emory Pool	13	5
Radcliff Pool	10	6
Madison/Newport Pool	14	12
Lakeview/Shoreview Pool	9	9

4. HGM's responsibility with regard to the tennis courts comprising a part of the Terrace Park Community Improvements shall be to contribute up to \$200.00, annually, toward the cost of acquiring and installing new nets for the courts and to bear the cost of resealing the paved court surfaces with a sprayed tar sealer, and repainting the playing lines, when determined necessary or appropriate by HGM in its sole discretion;

5. Repair and replace any gas operated grills comprising a part of the Terrace Park Community Improvements.

6. Service and keep in good repair any and all streets located within the Terrace Park of Five Towns project which shall include the resealing or resurfacing of such streets when deemed necessary or appropriate by HGM.

7. Caulk the perimeters of the window frames and sliding glass door frames located on the exteriors of the building(s) of the Condominium if, and when, it becomes evident that the caulking has deteriorated to such an extent so as to cause leakage.

8. Publish and distribute, at its expense, the monthly newsletter of the Terrace Park of Five Towns development, the CORNUCOPIA, on a schedule, and with such frequency, as shall be determined by HGM.

9. Repair and maintain the air conditioning units, the hot and cold water supply lines and the gas supply line located in or servicing the laundry room(s) of the Condominium and shall keep the floor drains located therein, clear and unclogged.

10. HGM, at its expense, shall periodically inspect and repair or replace, as needed, the sprinkler heads, pipes, and electrical wiring of the lawn sprinkling system, located within or servicing the Condominium, at its expense.

11. While this contract is in full force and effect, HGM shall, at its expense, contract for the management and treatment, if necessary, of the nine ponds (lakes) located in the Terrace Park of Five Towns development. The contract shall be with a qualified independent contractor of HGM'S choice and shall be upon such terms as HGM shall determine to be appropriate.

12. While this contract is in full force and effect, HGM shall, at its expense, repair or replace, when and where necessary as determined by HGM, the existing perimeter fencing surrounding the entire Terrace Park of Five Towns development.

13. In the event that during the term of this Agreement, it becomes necessary for the ASSN to replace the hot water boiler which provides hot water to the laundry room(s) of the Condominium, HGM shall contribute \$500.00 toward the cost of replacing the boiler and shall pay the monies at the time that the boiler is replaced.

14. Each year during the term of this Agreement, HGM shall donate \$100.00 to the "Billiard Club" and \$200.00 to the "Shuffleboard Club" of the Terrace Park of Five Towns Development. The parties hereto, expressly acknowledge that these donations will be made to these two clubs for their use and for the betterment of the facilities, and not to the ASSN directly or any of its members.

15. The parties hereto shall contract, via separate agreement, for the wrapping or insulation of the exposed hot and cold water pipes which are on the exterior of the roof of the building(s) of the Condominium.

XI. Responsibilities Affecting an Individual Unit. The parties hereto acknowledge and agree that HGM has no responsibility hereunder for the maintenance and repair of the interior of any unit; nor for the maintenance, repair, or replacement of any unit fixtures or appliances, including the unit's air conditioning system; nor for the payment of the utilities individually and separately metered to any individual unit; nor for the taxes levied against any unit; nor for the payments due on any mortgage encumbering an individual unit. Any responsibility for repairs, warranties, or otherwise of any individual seller of any unit are NOT HGM's responsibility.

XII. Assignment. HGM herein reserves the right to sell, convey or otherwise assign, transfer, convey, encumber, pledge or hypothecate any or all of its right, title and interest in and to this Agreement, at any time and to any person, firm, partnership or corporation; provided however that any successor in interest to HGM shall take subject to all terms and provisions hereof and shall assume HGM's obligations and responsibility hereunder.

XIII. Except as otherwise expressly provided herein, neither HGM, nor any of its officers, directors, employees, representatives or agents shall be liable or responsible for any of the following:

(a) The maintenance, repair or replacement of any utility or conduit lines such as gas, water, electric, sewer or condensation lines, nor any other utility or other components located within the common elements of the Condominium.

(b) The maintenance, repair or replacement of any roof on any building located within the Condominium, except as expressly set forth herein.

(c) The maintenance, service, repair, replacement of any part or component or the payment of any service fee for cable television service. Should cable television be installed within the Condominium or any of its units at any time during the term of this Agreement all maintenance, service, repair, replacement and fees associated with the cable TV service shall be the responsibility of the ASSN, the unit owners or the cable TV provider, but not HGM.

(d) Any injury, damage or loss, to person or property, incurred by reason of fire, windstorm, natural occurrence, casualty or calamity, vandalism, arson or for any other reason whatsoever, whether natural or manmade. HGM's sole responsibility, if any, with regard to any such matters shall be to use its best efforts to apply for and obtain any benefits provided under the insurance coverages that are described in this Agreement.

(e) Repairing, replacing or cleaning any windows or any screens on windows or sliding glass doors or screen doors.

(f) Furnishing the supplies for, or the repair, or replacement of, the billiard tables or shuffleboard courts placed in or upon any of the recreational premises. Such repairs, supplies or replacement are the responsibility of the present billiard and shuffleboard clubs that have been formed by the unit owners or Associations of the Terrace Park of Five Towns development; subject however to the annual donation by HGM described in Paragraph X. 14. above.

(g) The supplying of any termite or pest control services to the individual units or to any areas of the Condominium or the Common Elements, excepting only treatments to control ants in the Common Elements and the treatment for chinch bugs described herein.

(h) Repairing, repainting or replacing any of the railings located on any of the building(s) within the Condominium, provided however that should any railing posts become loose, HGM shall reset and anchor the posts at a charge to the ASSN of \$2.00 per post.

(i) Repairing, resealing or resurfacing any portion of the parking areas located within common elements of the Condominium nor shall HGM be responsible for painting the bumper curbs nor for restriping any of the said parking areas, except as provided in Paragraph II.L. above.

(j) Doing or performing any obligation, responsibility or liability of any corporation or person other than those of HGM as expressly set forth herein. Despite the fact that HGM and other corporation, such as HERM GELLER ENTERPRISES, INC., do or may have similar names, officers or directors, they are separate and distinct from one another and the obligations of those other entities are not HGM's.

XIV. Coin Operated Washer and Driers; Laundry Room Space. HGM shall continue to have the sole and exclusive right to maintain, own and operate automatic coin operated washers and driers within the common elements of the Condominium and the ASSN agrees to provide reasonable space within the common elements to HGM for the purpose of placing and maintaining such automatic coin operated washers and driers. Any and all income from said machines shall belong to HGM. Washers and driers may only be installed by unit owners in any unit in the Condominium with HGM's prior written approval. In the event of any such installation without the requisite prior approval, the Monthly Service and Maintenance fee applicable to the unit in which the unauthorized washer or drier was installed shall be increased by an additional charge of \$4.00 per month. It is the responsibility of the ASSN to make certain that all unit owners, including those who acquire their units following the date of this Agreement, are made aware of the provisions of this paragraph and to use reasonable diligence and best efforts to inform HGM of the existence of any unauthorized installation of washers or driers as provided in this paragraph.

XV. Covered Parking Spaces. HGM shall not be responsible for any maintenance, repair or replacement of any of the covered or sheltered parking spaces (carports) nor for any damage done to same by other persons, their vehicles, acts of willful destruction, natural causes, nature, casualty or acts of God. HGM shall have no obligation to secure or maintain, on behalf of ASSN or any person, any physical damage or liability insurance coverages for the covered or sheltered parking spaces other than as may be included in the insurance coverages described in Paragraph II above; any other such coverages being the responsibility of the ASSN or the individual unit owner(s).

XVI. Patio - Limited Common Areas. HGM shall not be responsible for service and maintenance of the limited common areas of the Condominium, including, but not limited to, the ground floor patio slabs, the balconies or any privacy fences that may be purchased or installed. It shall be the responsibility of the ASSN or the unit owners to keep all limited common elements neat, clean and orderly. All installations of fences, screen enclosures, screen doors must be approved by the Board of Directors of the ASSN and as provided in the Declaration.

XVII. Notice to Unit Owners. Whenever in this Agreement, the individual unit owners of the Condominium are required to do or perform any act, or make any payment, or are entitled to notice of any set of facts or circumstances, it shall be the responsibility of ASSN, at its expense, to notify the unit owners, in a timely fashion, of their obligations or the said set of facts or circumstances.

XVIII. Caption and Titles. The caption and titles contained in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

XIX. Severability. The invalidity, in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase, or word or of any provision of this Agreement shall not affect the validity of the remaining portion thereof.

XX. Entire Agreement. This Agreement evidences and embodies the entire agreement between the parties and any and all prior negotiations, representations, warranties, covenants and promises unless expressly set forth herein are of no further force and effect. The parties expressly stipulate that this document constitutes and embodies the only agreement between them and any prior agreements, whether written or otherwise, covenants, representations, warranties or premises are null and void and of no force or effect.

XXI. Arbitration. In the event a material dispute arises as to any matter concerning this Agreement, the dispute shall be settled by binding arbitration.

At the ASSN'S choice or if required by applicable law, the arbitration shall either be conducted in accordance with Chapter 718 or Chapter 682 of the Florida Statutes. In the event that the procedure is in accordance with Chapter 682 of the Florida Statutes, HGM shall select one arbitrator, the ASSN shall select one arbitrator and the two arbitrators selected shall choose a third. The decision of a majority of the arbitrators shall be binding. The parties agree that the arbitrators shall be independent of the parties hereto and they shall not be members of the ASSN nor any other association within the Terrace Park of Five Towns development, nor shall they be an employee, agent or representative of HGM. The prevailing party in any such arbitration shall be entitled to recover its arbitrator's fees and costs, if any, from the nonprevailing party. In the event that the arbitration is in accordance with Chapter 718 of the Florida Statutes, the proceeding shall be in accordance with the said statutes.

XXII. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.

XXIII. Terrace Park Community Improvements. As used herein, the term "TERRACE PARK COMMUNITY IMPROVEMENTS" means and refers to all buildings, amenities and improvements located within the Terrace Park of Five Towns Development (except buildings comprising the Condominium or other condominiums) which are used or enjoyed by the Unit Owners of the Condominium and their guests or invitees, in accordance with Paragraph II. O. above. These improvements include the two (2) Recreational Centers (79th Street and 80th Street), the six (6) pool areas, the Administration Building located on 54th Avenue North, the laundry equipment, the interior roadways, and all other such commonly used and enjoyed buildings, improvements and amenities located within the Terrace Park of Five Towns development. Unless expressly set forth herein to the contrary, the ASSN shall have no obligation for the upkeep, repair or maintenance of the Terrace Park Community Improvements nor any portion thereof.

XXIV. Obligation of Good Faith and Commercial Reasonableness. The parties hereto expressly stipulate and acknowledge that this Agreement embodies their agreements and each expressly covenants to perform their obligations in good faith and with commercial reasonableness, and each further covenants that prior to terminating this agreement due to the other party's alleged default or prior to hiring or contracting with other persons pursuant to Section 718.3025 of the Florida Statutes for the provision of the services to be provided hereunder, the complaining party shall give written notice of the alleged default to the other party and shall provide a reasonable opportunity to cure the alleged default. The length of the curative period shall depend on all facts and circumstances but in no event shall it be less than thirty (30) days.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
DANIEL C. SHILO (Print Name)
[Signature]
DANIEL C. SHILO (Print Name)

H. GELLER MANAGEMENT CORP.

By: [Signature]
Herman Geller, President

Attest: [Signature]
Susan Tucker, Secretary

FIVE TOWNS OF ST. PETERSBURG, #302,
INC.

[Signature]
HELENE K. SZABIES (Print Name)
[Signature]
HELENE K. SZABIES (Print Name)

By: [Signature]
Marion J. Mireck, President

Attest: [Signature]
Jannette Hitchens, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

ACKNOWLEDGED before me this 16 day of March, 1992 by HERMAN GELLER and SUSAN TUCKER, President and Secretary respectively of H. GELLER MANAGEMENT CORP., a Florida corporation, who are personally known to me or who have produced a Florida ID card for identification and who did not take an oath.

[Signature]
Print Name HELENE K. SZABIES
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 5, 1994
BONDED THRU GENERAL INS. UND. (NOTARY SEAL)

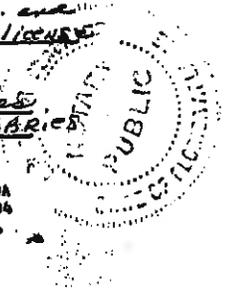
STATE OF FLORIDA
COUNTY OF PINELLAS

ACKNOWLEDGED before me this 16 day of March, 1992 by MARION J. MIRECK and JANNETTE HITCHENS, President and Secretary respectively of FIVE TOWNS OF ST. PETERSBURG #302, INC., a non-profit corporation,

who are personally known to me or who have produced a Florida I.D. and
for identification and who did not take an oath. FL Drivers License

Helene K. Szabrics
Print Name Helene K. Szabrics
NOTARY PUBLIC

(NOTARY SEAL)
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 3, 1996
BONDED THRU GENERAL INS. UND.



41114791	SCC	03-19-92	13:13:29
01	AGR-		
	RECORDING	1	\$96.00

	TOTAL:		\$96.00
	CHECK AMT. TENDERED:		\$96.00
	CHANGE:		\$0.00

	1989	1990	1991	YEARLY AVG
GAS EXPENSES	214721.10	216230.05	206344.40	212431.85
UNIT PRORATA SHARE	126.306529	127.194147	121.379059	124.959912
MONTHLY " SHARE	10.53	10.60	10.11	10.41

DARTMOUTH

ASSOCIATION #UNITS	ASSN SHARE	ASSN SHARE	ASSN SHARE	"BASE YEAR"
ANDOVER 6	757.84	763.16	728.27	749.76
AST/BEL/CAM 26	3283.97	3307.05	3155.86	3248.96
CONCORD 32	4041.81	4070.21	3884.13	3998.72
DORCHESTER 32	4041.81	4070.21	3884.13	3998.72
EXETER 32	4041.81	4070.21	3884.13	3998.72
FAIRVIEW 32	4041.81	4070.21	3884.13	3998.72
LVEAST 36	4547.04	4578.99	4369.65	4498.56
LWEST 36	4547.04	4578.99	4369.65	4498.56
SVEAST 42	5304.87	5342.15	5097.92	5248.32
SVWEST 42	5304.87	5342.15	5097.92	5248.32
ARL/BED 44	5557.49	5596.54	5340.68	5498.24
OXFORD 44	5557.49	5596.54	5340.68	5498.24
PRINCETON 44	5557.49	5596.54	5340.68	5498.24
JEFFERSON 48	6062.71	6105.32	5826.19	5998.08
UNIVERSITY 48	6062.71	6105.32	5826.19	5998.08
SYRACUSE 54	6820.55	6868.48	6554.47	6747.84
RADCLIFFE 55	6946.86	6995.68	6675.85	6872.80
TIFFANY 55	6946.86	6995.68	6675.85	6872.80
KENILWORTH 56	7073.17	7122.87	6797.23	6997.76
LEXINGTON 56	7073.17	7122.87	6797.23	6997.76
MADISON 56	7073.17	7122.87	6797.23	6997.76
NEWPORT 56	7073.17	7122.87	6797.23	6997.76
QUINCY 56	7073.17	7122.87	6797.23	6997.76
HARVARD 60	7578.39	7631.65	7282.74	7497.59
IVY 64	8083.62	8140.43	7768.26	7997.43
DARTMOUTH 75	9472.99	9539.56	9103.43	9371.99
EMORY 75	9472.99	9539.56	9103.43	9371.99
FORDHAM 75	9472.99	9539.56	9103.43	9371.99
GEORGETOWN 75	9472.99	9539.56	9103.43	9371.99
AMHERST 96	12125.43	12210.64	11652.39	11996.15
BERKSHIRE 96	12125.43	12210.64	11652.39	11996.15
CORNELL 96	12125.43	12210.64	11652.39	11996.15
TOTALS 1700	214721.10	216230.05	206344.40	212431.85

YEARLY EXPENSES BY MONTH			75		
	1989	1990	1991	3YR AVG	3YR AVG
J	23985.89	36407.86	22926.55	J 27773.43	1225.30
F	20648.87	20508.89	25560.98	F 22239.58	981.16
M	27369.05	19529.89	22064.05	M 22987.66	1014.16
A	18680.99	15664.10	14663.83	A 16336.31	720.72
M	13974.88	14187.56	12418.68	M 13527.04	596.78
J	12788.37	12570.10	11754.59	J 12371.02	545.78
A	9520.11	11003.87	11524.60	A 10682.86	471.30
S	12953.34	12933.89	13759.48	S 13215.57	583.04
O	12833.53	11293.01	SEE	O 12063.27	532.20
N	16165.09	23880.06	BELOW	N 20022.58	883.35
D	29373.31	25636.90	59590.95	D 27505.11	1213.46
T	214721.10	216230.05	206344.40	T 212431.85	9371.99

1989
OCT-DEC
12833.53
16165.09
29373.31
1990
OCT-DEC
11293.01
23880.06
25636.90
TOTAL
119181.90
3 MO AVG
59590.95

413
49
413

H.GELLER MANAGEMENT
ELECTRIC EXPENSES
1989 1990 1991

DARTMOUTH ASSOCIATION
"BASE YEAR"
5093.71

ELECTRICITY
75 UNITS

EXHIBIT "B"

1989	SUM HGM PD	TOTAL	ASSN	ASSN	ASSN
	FLA POW	AMENITIES	AMENITIES	METER	TOTAL
JAN	9110.80	3908.77	172.45	208.84	381.29
FEB	9685.32	4082.55	180.11	238.38	418.49
MAR	9802.08	4200.52	185.32	231.25	416.57
APR	10458.82	4829.55	213.07	219.60	432.67
MAY	10033.45	4583.63	202.22	211.87	414.09
JUN	10599.91	4911.44	216.68	195.00	411.68
JUL	10758.21	4819.54	212.63	201.33	413.96
AUG	11719.15	5076.44	223.96	287.29	511.25
SEP	10599.66	4677.70	206.37	239.32	445.69
OCT	11045.97	4994.65	220.35	239.38	459.73
NOV	9847.48	4144.69	182.85	232.22	415.07
DEC	10653.27	4066.99	179.43	234.24	413.67
1989					
TOTAL	124314.12	54296.47	2395.43	2738.72	5134.15

1990	SUM HGM PD	TOTAL	ASSN	ASSN	ASSN
	FLA POW	AMENITIES	AMENITIES	METER	TOTAL
JAN	10149.04	4145.72	182.90	239.83	422.73
FEB	9533.51	4020.02	177.35	220.67	398.02
MAR	9851.58	4226.77	186.48	221.13	407.61
APR	8971.68	3223.38	142.21	224.15	366.36
MAY	10676.16	4549.79	200.73	239.36	440.09
JUN	10838.51	4851.38	214.03	234.59	448.62
JUL	11141.66	4764.46	210.20	240.46	450.66
AUG	10613.46	4710.93	207.84	212.90	420.74
SEP	10640.93	4629.77	204.25	223.21	427.46
OCT	10882.85	4642.84	204.83	243.39	448.22
NOV	10116.48	4116.93	181.63	240.27	421.90
DEC	11762.78	4336.34	191.31	295.10	486.41
1990					
TOTAL	125178.64	52218.33	2303.75	2835.06	5138.81

	AVG. PER MONTH
JAN	404.70
FEB	402.26
MAR	418.39
APR	399.96
MAY	413.24
JUN	423.56
JUL	427.77
AUG	451.53
SEP	429.82
OCT	453.98
NOV	418.49
DEC	450.03
	5093.71

1991	SUM HGM PD	TOTAL	ASSN	ASSN	ASSN
	FLA POW	AMENITIES	AMENITIES	METER	TOTAL
JAN	9361.74	3870.27	170.75	239.33	410.08
FEB	9194.42	3791.05	167.25	223.01	390.26
MAR	10441.47	4235.42	186.86	244.14	431.00
APR	9989.76	4195.62	185.10	215.75	400.85
MAY	9788.84	4344.72	191.68	193.86	385.54
JUN	10761.06	4628.60	204.20	206.16	410.36
JUL	11001.61	4667.36	205.91	212.77	418.68
AUG	11018.27	4617.39	203.71	218.90	422.61
SEP	10620.70	4619.09	203.78	212.52	416.30
AVG**	32154.42	13151.22	580.20	742.30	1322.50
1991					
TOTAL	124332.29	52120.74	2299.44	2708.74	5008.18

**	SUM HGM PD	TOTAL	ASSN	ASSN	ASSN
'89	FLA POW	AMENITIES	AMENITIES	METER	TOTAL
OCT	11045.97	4994.65	220.35	239.38	459.73
NOV	9847.48	4144.69	182.85	232.22	415.07
DEC	10653.27	4066.99	179.43	234.24	413.67
TOTAL	31546.72	13206.33	582.63	705.84	1288.47
'90					
OCT	10882.85	4642.84	204.83	243.39	448.22
NOV	10116.48	4116.93	181.63	240.27	421.90
DEC	11762.78	4336.34	191.31	295.10	486.41
TOTAL	32762.11	13096.11	577.77	778.76	1356.53
89*90	64308.83	26302.44	1160.40	1484.60	2645.00
*AVG	32154.42	13151.22	580.20	742.30	1322.50

"BASE YEAR" EQUALS AVERAGE OF ASSN TOTALS FOR 1989-1991
TOTAL 89-91 15281.14
"BASE YEAR" 5093.71

Exhibit C

AN ADDENDUM TO SERVICE AGREEMENT MODIFICATION
AND EXTENSION AGREEMENT

THIS ADDENDUM is made and entered into this 29 day of July, 1993 to that certain SERVICE AGREEMENT MODIFICATION AND EXTENSION AGREEMENT (hereinafter referred to as "Agreement") between H. GELLER MANAGEMENT CORP., a Florida corporation (hereinafter referred to as "HGM") and FIVE TOWNS OF ST. PETERSBURG NO. 302, INC., a non-profit corporation, existing under the laws of the State of Florida (hereinafter referred to as "ASSN").

WHEREAS, the parties hereto did previously enter into the Agreement as of the 16th day of March, 1993, which Agreement was recorded on March 20, 1992 at Official Record Book 7849, Page 593, of the Public Records of Pinellas County, Florida, and they have agreed to amend and modify certain terms and provisions thereof and to evidence their agreements by this writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree and covenant as follows:

1. Paragraph I is hereby modified and amended to read as follows:

I. That the original term of this Service Agreement is hereby extended for a period of ten (10) years so that the term, as herein extended, shall terminate on the 31st day of December, 2005.

2. Subparagraph II.K. is hereby amended to read as follows:

K. Regarding the painting of the Condominium, HGM shall only be responsible for painting one coat of high quality paint on the painted exterior portions of the exterior doors and door jambs of the units of the building(s), excluding the rear exterior doors of units on any floor other than the first floor of the building(s) and excluding any rear exterior doors on the first floor that are located within enclosed patios or balconies. This painting shall be done on an as needed basis but not more often than once in any three (3) year period. HGM shall paint the walls and ceilings of the laundry room(s) on an as needed basis but with regard to the walls, not more often than once in any three (3) year period. HGM shall paint the floor(s) of the laundry room(s) on an as needed basis but not more often than once in every eighteen (18) month period.

Frequency of services performed: On an as needed basis as provided herein.

3. Except as expressly modified herein, all of the terms, covenants and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have caused these presents to be executed by their duly authorized and empowered officers on this 29 day of July, 1993.

Signed, sealed and delivered
in the presence of:

H. GELLER MANAGEMENT CORP.

Fran Lewis
(SIGNATURE OF WITNESS)
FRAN LEWIS
(PRINT NAME OF WITNESS)

BY: [Signature]
HERMAN [Name] President

ATTEST: [Signature]
SUSAN J. TUCKER, as Secretary

Fran Lewis
(SIGNATURE OF WITNESS)
FRAN LEWIS
(PRINT NAME OF WITNESS)

KARLEEN F. DEBLAKER,
CLERK
RECORD VERIFIED BY:

RECORDED
10.50
C
10.50
MC

PREPARED BY AND RETURN TO:
Laura J. Rayburn
Rayburn, Lerner & Cianfrone
1968 Bayshore Blvd.
Dunedin, FL 34698
(813) 733-2154

PINELLAS COUNTY FLA.
OFF.REC.BK 9021 PG 15

EXHIBIT "C"
CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OF
FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC.

WE HEREBY CERTIFY THAT the attached Amended and Restated By-Laws of the By-Laws of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC., an Exhibit to the Declaration of Condominium of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC. as described in O. R. Book 4058 at Page 1419, et seq., of the Official Records of Pinellas County, Florida, was duly approved in the manner required by the By-Laws, at a duly noticed meeting of the membership at which a quorum was present, held on April 25, 1995.

IN WITNESS WHEREOF, we have affixed our hands this 1st day of June, 1995, at St. Petersburg, Pinellas County, Florida.

FIVE TOWNS OF ST. PETERSBURG,
NO. 302, INC.
(Seal)

Witnesses:

Jean F. Creamer
JEAN F. CREAMER
Printed Name

Theresa M. Graham
Theresa M. Graham
Printed Name

By: Ethel Young
Ethel Young, President

Attest: Jeannette Hitchens
Jeannette Hitchens, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Ethel Young, and Jeannette Hitchens to me known to be the

President and Secretary, respectively, of FIVE TOWNS OF ST. PETERSBURG, NO. 302, INC. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of June, 1995.

Frances E. Lewis

Notary Public

Printed Name: FRANCES E. LEWIS

My commission expires:

