I#: 2022225047 BK: 22142 PG: 409, 07/21/2022 at 11:34 AM, RECORDING 2 PAGES $18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103535

**Prepared by and Return to:**
**Cianfrone, Nikoloff, Grant & Greenberg, P.A.**
**1964 Bayshore Boulevard, Suite A**
**Dunedin, Florida 34698**

# CERTIFICATE OF AMENDMENT TO RULES AND REGULATIONS OF MARILYN PINES CONDOMINIUM ASSOCIATION UNIT #1, INC.

**NOTICE IS HEREBY GIVEN** that by a majority vote of the Board Members at a duly called meeting of the Board of Directors held on April 14, 2022, the Rules and Regulations of Marilyn Pines Condominium Association Unit #1, Inc., as originally recorded in O.R. Book 5122, Page 1870, et seq., Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Rules and Regulations are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Rules and Regulations of Marilyn Pines Condominium Association Unit #1, Inc."

**IN WITNESS WHEREOF**, MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 7 day of July, 2022.

MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: _____
Richard Feaser, as President
Printed Name

ATTEST:

_____
Larry D. Brown, as Secretary / Tres.
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization, this 7 day of July, 2022, by Richard Feaser, as President and Larry Brown, as Secretary, of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., and are personally known to me or have produced — as identification.

_____
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

CATHERINE LANIER
MY COMMISSION # GG 217336
EXPIRES: August 27, 2022
Bonded Thru Notary Public Underwriters

**SCHEDULE OF AMENDMENT TO**
**RULES AND REGULATIONS**
**OF**
**MARILYN PINES CONDOMINIUM ASSOCIATION UNIT #1 INC.**

**ADDITIONS INDICATED BY UNDERLINE**
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**
**OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE VII, CAR PARKING, of the Rules and Regulations shall be amended to read as follows:

ARTICLE VII: CAR PARKING

A. Cars must be parked within the space assigned to unit. Owners and residents with two (2) vehicles ~~cars~~ must use the front parking lot ~~guest space~~ for second vehicle ~~car~~. Owner and resident vehicles shall not be parked in guest parking. Guest parking is reserved for guests only, and no vehicle parked in guest parking shall exceed 48 consecutive hours. Any owner or resident with a third vehicle must find alternative off-site parking for the third vehicle.

B. Owner parking and guest parking is restricted to private passenger cars only, excepting guest parking spaces at front which may be used for over-night campers or R.V.'s. Guests are to use space so marked.

C. All motor bikes, motorcycles and scooters are only allowed to be driven in and parked.

D. All excessive noise from vehicles is prohibited.

E. Major repairs on vehicles is not permitted. Washing of cars shall be done by bucket only.

F. All vehicles parked within the community must be in good condition and repair, and no vehicle which does not contain a current license plate and tag or which cannot operate under its own powers shall be parked within the community.

G. The Association shall have the authority to tow any vehicle parked in violation of the Declaration or Rules and Regulations at the vehicle owner's cost. Neither the Association, nor any officer, director or agent of the Association, shall be liable to any individual for any claim of damages as a result of such towing.

**Exhibit "A"**

I#: 2021398458 BK: 21841 PG: 1128, 12/08/2021 at 04:58 PM, RECORDING 2 PAGES $18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk102973

**Prepared By and Return To:**
**Cianfrone, Nikoloff, Grant & Greenberg, P.A.**
**1964 Bayshore Boulevard, Suite A**
**Dunedin, Florida 34698**

**CERTIFICATE OF AMENDMENT**
**TO THE**
**BY-LAWS**
**OF**
**MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on 9/20/21 2021, by a 51% vote of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association, the By-Laws of Marilyn Pines Unit I Condominium Association, Inc., as originally recorded as an Exhibit to the Declaration of Condominium, as originally recorded in O.R. Book 3751, Page 323 et seq., of the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The By-Laws of Marilyn Pnes Unit I Condominium Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to By-Laws of Marilyn Pnes Unit I Condominium Association, Inc."

IN WITNESS WHEREOF, Rick Feaser, as President, and Marie A Petti, as Secretary, of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 12 day of November, 2021.

MARILYN PINES UNIT I
CONDOMINIUM ASSOCIATION, INC.

By: _____
RICHARD FEASER, President
Printed Name

Attest: _____
MARIE A. PETTI, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [✓] online notarization, this 12 day of November 2021, by Richard Feaser and Marie A. Petti, President and Secretary, respectively, of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., and [✓] is personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

CATHERINE LANIER
MY COMMISSION # GG 217336
EXPIRES: August 27, 2022
Bonded Thru Notary Public Underwriters

**SCHEDULE OF AMENDMENT**
**TO**
**BY-LAWS**
**OF**
**MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.**

**ADDITIONS INDICATED BY UNDERLINE**
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**
**OMISSIONS INDICATED BY ELLIPSIS....**

1. Section 4, Board of Directors, Section 4.1 of the By-Laws, shall be amended to read as follows:

4.1 MEMBERSHIP. The affairs of the Association shall be managed by a board of ~~not less than~~ seven (7) directors. ~~2 nor more than 11 directors, the exact number to be determined at the election. After the Developer has completed and sold all of the apartments in Marilyn Pines Condominium Apartments (which includes apartment other than those of this condominium), of after March 22, 1974, which shall first occur, each director shall be a person entitled to cast a vote in the Association~~.

**Exhibit "B"**

I#: 2020007725 BK: 20837 PG: 962, 01/07/2020 at 02:56 PM, RECORDING 2 PAGES
$18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY
DEPUTY CLERK: CLKDU08

**Prepared by and return to:**
Tammy Fevola
Branch Banking and Trust Company
Association Services Credit
5830 142nd Avenue North
Clearwater, FL 33760

STATE OF FLORIDA

COUNTY OF PINELLAS

**AGREEMENT NOT TO TRANSFER, ENCUMBER, ASSIGN OR PLEDGE ASSETS ("Agreement")**

1. This Agreement dated **23rd** day of **October, 2019**, FOR VALUABLE CONSIDERATION of credit extended, to be extended, or continued for the benefit of **Marilyn Pines Unit I Condominium Association, Inc.**, (the "Borrower"), charged with the operation, maintenance and management of the real peroperty as more particularly described in that certain declaration or similar instrument recorded in the public records as Book **3751,** Page **323** in **Pinellas** County, Florida, by BRANCH BANKING AND TRUST COMPANY ("Lender"), a North Carolina banking corporation, pursuant to a Note dated of even date herewith under which Lender has made a loan to Borrower, Borrower hereby agrees and covenants that from and after the date hereof it will not, without the express written permission of Lender, transfer, convey, encumber, hypothecate, assign, permit a security interest to attach to, pledge, mortgage, or otherwise suffer or permit any type of lien of any nature, arising by consent, operation of law, or otherwise, to be placed on, any real or personal property assets in which Borrower now or at any time hereafter may have any interest (collectively the "Property"). Borrower represents and warrants to Lender that the Property is not subject to any lien or encumbrance of the type described in this paragraph.

2. **DEFAULT.** If any representation made herein shall prove to be false in any material respect or if Borrower shall fail to perform any covenant contained herein, such act shall constitute an event of default hereunder. In such event of default, all items of indebtedness specified in paragraph 1 herein, and all other indebtedness of Borrower then owed to or held by Lender not specified herein, together with all accrued interest on all such indebtedness, and any other amounts which may be due and owing under the terms of the agreements to which any such indebtedness relates, shall, at Lender's sole election, become immediately due and payable without demand, notice, protest, or recourse against any other person.

3. **RIGHTS OF SUCCESSORS AND ASSIGNS.** This Agreement is for the benefit of Lender, its successors and assigns. All terms herein shall bind the heirs, personal representatives, executors, administrators, successors and assigns of Borrower.

4. **PAYMENT OF INDEBTEDNESS.** Upon the payment in full and satisfaction of the indebtedness, obligations and liabilities owed by Borrower to Lender, this Agreement shall terminate and no longer be of force and effect.

5. **ENTIRE AGREEMENT.** The entire agreement of the parties to this Agreement is herein set forth, and there is no verbal or other written agreement, and the terms of this Agreement may be modified only by a written agreement signed by the party or parties to be charged therewith.

6. **NO WAIVER OF RIGHTS.** Any failure by Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time thereafter contained in this Agreement or a waiver of the right to exercise any other right contained in any other loan documents related to any indebtedness and obligations of Borrower owed to Lender.

7. **GOVERNING LAW.** This Agreement is delivered in and shall be construed pursuant to the laws of the State of Florida.

(SIGNATURES ON FOLLOWING PAGE)

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal this 23rd day of October, 2019, and if corporate have caused this Agreement to be executed by their duly authorized officers.

WITNESSES

Walter R Siegle
Signature of Witness

Walter R Sieg Jr
Print or type Name of Witness

Kelly Smith
Signature of Witness

Kelly Smith
Print or type Name of Witness

BORROWER:

**Marilyn Pines Unit I Condominium Association, Inc.**

By: _____ (Seal)
**Peter Capone, President**

By: Robert Ballantine (Seal)
**Robert Ballantine, Vice President**

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by **Peter Capone** as **President** of **Cypress Trace North Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

✓ Personally known
___ Florida Driver's License
___ Other Identification Produced

_____
Notary Public

Catherine Lanier
Print or type name of Notary
Title or rank: _____
Serial number, if any: GG 217336

(SEAL)

CATHERINE LANIER
MY COMMISSION # GG 217336
EXPIRES: August 27, 2022
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by **Robert Ballantine** as **Vice President** of **Cypress Trace North Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

✓ Personally known
___ Florida Driver's License
___ Other Identification Produced

_____
Notary Public

Catherine Lanier
Print or type name of Notary
Title or rank: _____
Serial number, if any: GG 217336

(SEAL)

CATHERINE LANIER
MY COMMISSION # GG 217336
EXPIRES: August 27, 2022
Bonded Thru Notary Public Underwriters

I#: 2020007724 BK: 20837 PG: 957, 01/07/2020 at 02:56 PM, RECORDING 5 PAGES
$44.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY
DEPUTY CLERK: CLKDU08

**Prepared by and Return to:**
Tammy Fevola
Branch Banking and Trust Company
Association Services Credit
5830 142nd Avenue North
Clearwater, FL 33760

STATE OF FLORIDA

COUNTY OF PINELLAS

**COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS**
(this "Assignment")

THIS ASSIGNMENT, granted this **23rd** day of **October, 2019**, by **Marilyn Pines Unit I Condominium Association, Inc.,** a non-profit Florida corporation, whose address is: 2060 Marilyn Street, Clearwater, FL 33765 (the "Assignor"), to **Branch Banking and Trust Company**, its successors or assigns (the "Lender"), whose address is 5830 142nd Avenue North, Clearwater, FL 33760 and is made in reference to the following facts:

RECITALS

(A) The Assignor is a non-profit corporation organized and existing under the laws of the State of Florida, and is a condominium association, as that term is defined in Chapter 718, Florida Statute, charged with the operation, maintenance and management of the real property commonly known as **Marilyn Pines Condominium Apartments, Unit 1,** a condominium (the "Condominium") as more particularly described in that certain declaration or similar instrument recorded in the public records in Book **3751**, Page **323**, et seq., in **Pinellas** County, Florida (including any and all amendments thereto, the "Declaration").

(B) Pursuant to the terms and provisions of the Declaration, the Assignor has the legal authority to levy assessments against the owners of the units in the Condominium (each a "Unit" and collectively the "Units") in order to accumulate the funds necessary to pay the common expenses relating to the Condominium as described in the Declaration.

(C) Lender has extended to Assignor a loan ("Loan") evidenced by a promissory note (the "Note"), and secured, in whole or in part, by the assessments and related collateral.

(D) The Assignor has agreed to and does execute this Assignment in connection with the Loan, together with such other Loan related documents, including but not limited to, loan agreement(s), security agreement(s), control agreement(s), financing agreement(s), and /or other documents and instruments required by the Lender (collectively with the Note, all as amended from time to time, the "Loan Documents").

(E) In accordance with the Declaration, Assignor has: (1) legal authority to borrow funds from Lender for the purposes set forth in Assignor's application; (2) held meeting with proper quorum approvals and has all necessary approvals from Unit Owners; and (3) identified all authorized representatives, set forth in the application, empowered by resolution to execute such Loan Documents.

NOW, THEREFORE, the Assignor covenants to and agrees with the Lender as follows:

1. Recitals. The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals by this reference are made a part of this Assignment.

2. Lender's Security. As collateral and security for the payment of the indebtedness under the Note and for the performance of each and every of the covenants and agreements contained in the Loan Documents and herein, the Assignor sells, assigns, transfers, sets over and delivers unto the Lender and agrees to and does hereby grant to the Lender a security interest in and to the following: (a) all of the Assignor's document, common law or statutory or contractual rights, written or verbal, now owned or hereafter acquired, to levy and collect assessments for common expenses as described in the Declaration, and all proceeds thereof; (b) all present and future assessments, income, accounts, accounts receivable and the proceeds thereof, except assessments designated as reserve funds; (c) all deposit accounts and investment accounts into which any of the proceeds of the foregoing are deposited; (d) all present and future right, title and interest of the Assignor to claim a lien against each and every Unit in the Condominium to secure payment of common expense assessments described in (b) above as permitted and as provided in the Declaration and in Chapter 718, Florida Statutes, as they may now exist or may be amended hereafter from time to time (the "Lien Rights"); and (e) proceeds of all the foregoing (all of the foregoing (a) through (f) being collectively referred to herein as the "Assessments"). The

security of this Assignment is and shall be a first and primary lien. The Assignor hereby warrants that there are no contracts, agreements, assignments, pledges, hypothecations or other similar agreements granting a security interest in or to any of the Assessments as of the day and year first above written nor shall there be any in existence on the date of recordation of this Assignment or any other instruments of security. Assignor further warrants that it has not executed nor will it execute at any time during the term of the aforesaid Loan any other assignments or instruments encumbering the items described above which might prevent Lender from operating under any of the terms and conditions of this Assignment.

3. Authorization/Application of Proceeds. The Assignor does hereby authorize and empower the Lender to collect and receive the Assessments from the Unit Owners, as defined in paragraph 19 below, and to enforce the Lien Rights, for application toward the reduction of the indebtedness, obligations and liabilities under the Note and the Loan Documents. The Assignor hereby expressly authorizes and directs any and all persons or entities who now or who may in the future owe the Assignor any Assessments, as well as those persons or entities who now or who may in the future hold such Assessments for or on behalf of the Assignor, to pay over and deliver all of such funds to the Lender upon receiving written demand from the Lender. Pursuant to paragraph 11 of this Assignment, it is understood and agreed, however, that no such demand shall be made unless and until there has been either a default in the payment of the Note, a failure by Assignor to carry out the covenants, agreements, and obligations set forth in the Loan Documents, or this Assignment, or the occurrence of an Event of Default as further defined below. Upon such demand by Lender, the Unit Owners shall pay the Assessments to the Lender without further inquiry. After such demand by Lender is made, all Assessments received by Assignor shall be received in trust for the benefit of Lender and, upon request of Lender, shall be segregated from other property of Assignor and shall be forthwith delivered to Lender in the same form as so received (with any necessary endorsement) and applied toward the reduction of the indebtedness under the Note. The exercise by the Lender of its right to receive such Assessments shall not prevent the Lender from exercising any of its rights under this Assignment or the Loan Documents, and in addition, the Lender shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida and any and all other rights and remedies available to it under any other applicable law, including but not limited to, the right to foreclose this Assignment and any other instrument of security for the Loan in the same proceedings. Until such demand is made, Assignor is authorized to collect, or continue collecting, such Assessments and enforcing the Lien Rights in accordance with the Declaration.

The Assignor hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact coupled with an interest, at the Lender's option, (a) to demand, receive, and enforce the Assignor's rights with respect to the Assessments (including, but not limited to, Lien Rights), (b) to the extent applicable, to make and receive payment relating to the Assessments, and (c) to give appropriate receipts, releases and satisfactions for and on behalf of and in the name of Assignor or, at the option of the Lender, in the name of the Lender, and all with the same force and effect as the Assignor could do if this Assignment had not been made; provided, however, that the Lender will not act hereunder unless and until an Event of Default has occurred.

4. Covenants. Assignor agrees that at its sole expense it: (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by Assignor in the Declaration relating to its ability to levy and collect the Assessments and to enforce the Lien Rights; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party with regard to any of the Assessments or the Lien Rights without the express written consent of the Lender which may be withheld in the Lender's sole discretion. Further, Assignor may negotiate fees and collection issues with individual Unit Owners as the board may decide with the prior written consent of the Lender; (c) will maintain all Assessments and Lien Rights in full force and effect; (d) will enforce the Assessments in accordance with their terms and the terms of the Declaration; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the Assessments or the Lien Rights or the representations, warranties, covenants and agreements of the Assignor or other parties thereto; (f) will furnish the Lender upon demand with executed copies of all documents, notices, correspondence, meeting minutes and other written materials related to the levying and collection of the Assessments, or the enforcement of the Lien Rights; (g) will use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due to Lender under the Note and the other Loan Documents; (h) will not, without first procuring the consent in writing of Lender hereafter create or permit any lien or other encumbrance to exist on its property, real or personal, now owned or hereafter acquired by it; (i) will not, without first procuring the consent in writing of Lender hereafter sell, transfer, assign, pledge, hypothecate, or in any manner whatever, dispose of its assets and any interest therein; and (j) will take all additional action to these ends as from time to time may be requested in writing by the Lender.

5. Application of Assessments. All sums collected and received by Lender as a result of an Event of Default and the subsequent enforcement of this Assignment shall first be applied to the payment of the reasonable costs and expenses of collection thereof, including, without limitation, reasonable attorneys' fees, costs and expenses. The balance, if any, shall be applied first to interest due under the Note and then toward reduction of the outstanding principal indebtedness, or such order as otherwise determined by Lender in its sole discretion. No credit shall be given by Lender for any sum or sums received from Assessments until the amount collected is actually received by Lender, and no credit shall be given for any uncollected amounts or bills.

6. Additional Assessments. In the event the funds assessed by Assignor against the Unit Owners, as the Assessments are provided for in the operating budgets adopted from time to time by Assignor, are not sufficient to timely tender when due all indebtedness, obligations and liabilities of Assignor to Lender under the Note and other Loan Documents, then Assignor shall levy, if the Declaration permits, such additional Assessments as may be necessary, on an emergency basis, to timely tender all of the indebtedness due and satisfy all obligations and liabilities as set forth in the Note and Loan Documents.

7. Further Assurances. At any time and from time to time upon request by the Lender, the Assignor shall make, execute and deliver to the Lender any and all such other and further assignments, security agreements, financing statements, continuation statements, instruments of further assurance and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue to preserve the assignment and security interest of the Lender created or intended to be created hereby in any and all Assessments. Without limiting the rights of the Lender hereunder, it is the intent of this Assignment that the assignment and security interest created hereby will automatically attach, without further act, to all Assessments coming into existence or obtained by the Assignor after the date hereof.

8. Indemnification. Neither the execution of this Assignment nor any action or inaction on the part of Lender under this Assignment shall release the Assignor from any of its obligations under the Declaration, or constitute an assumption of any such obligations on the part of the Lender, and Assignor shall and does hereby agree to indemnify the Lender for and to hold it harmless of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Declaration. Should the Lender incur any such liability, loss or damage under or through the Declaration or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Lender therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Lender under this Assignment or, through this Assignment, under the Assessments or the Lien Rights. Nothing herein contained shall be construed as making the Lender, or its successors and assigns, an assignee in possession, nor shall Lender, or its successors and assigns, be liable for laches, or failure to collect said Assessments, and it is understood that Lender is to account only for such sums as are actually collected.

9. Notice to Unit Owners. Recordation of this Assignment in the public records of the county in which the Condominium is located shall constitute notice to any Unit Owner of the terms and provisions hereof. The Lender may, at its option, notify any Unit Owner of the terms and provisions of this Assignment by mailing a copy of this Assignment to such Unit Owner.

10. Non-Waiver. It is understood and agreed by Assignor that neither the existence of this Assignment nor the exercise by the Lender of its privilege to collect the Assessments hereunder shall be construed as a waiver by the Lender or its successors and assigns of the right to enforce payment and performance of the Loan in strict accordance with the terms and provisions of the Note and Loan Documents.

11. Event of Default; Remedies. Should there be any default or failure by Assignor to carry out or perform any of the covenants, agreements, liabilities and obligations, whether for payment or otherwise, set forth in the Note, any of the Loan Documents, or this Assignment, each such default or failure shall constitute an event of default hereunder (each an "Event of Default"). Upon the occurrence of an Event of Default, Lender shall have all remedies set forth in this Assignment, in the Note and in the Loan Documents, as well as all remedies available at law and in equity, including but not limited to, the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment, the Note and the other Loan Documents. Lender shall have the right to notify each Unit Owner to pay directly to Lender, until the Note shall be paid in full, all Assessments imposed against the Unit Owners of the Assignor and each Unit Owner shall be entitled to rely upon such written directions from Lender without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured Event of Default, Lender shall, upon the filing of a bill in equity to enforce the rights of Lender hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events, Assignor shall be liable for all costs and expenses of collection and enforcement hereof, including reasonable court costs and attorneys' fees, whether or not suit is instituted and including all costs and fees of appellate proceedings.

12. Agents and Employees in Collection. Lender may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Lender shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Lender from any liability to Assignor for the acts of such

agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Lender shall be borne exclusively by Assignor.

13. Present Assignment. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Lender shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of this Assignment or of the Note or the other Loan Documents, but upon the occurrence of any such Event of Default, the Lender shall be entitled, upon notice to the Unit Owners, to all Assessments and other amounts then due under the Declaration and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Unit Owners to pay all such amounts to the Lender without proof of the Event of Default relied upon. The Unit Owners are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by and from Assignor in so doing) any notice or demand by the Lender for the payment to the Lender of any portion of the Assessments or other sums which may be or thereafter become due under the Declaration and shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing.

14. No Amendment of Resolutions, Declaration, Articles, or By-Laws. As long as this Assignment remains in effect, Assignor agrees that neither the resolutions approving the Loan, including representations as to notice and approval of the Loan hereinbefore identified in the Recitals of this Assignment, nor any Assessments, nor the line item in each annual budget adopted by the Assignor may be modified or amended, nor any liability of a Unit Owner be released, nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of Lender. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration or its by-laws, articles of incorporation, or such other instrument or certificate of formation, without the prior written consent of Lender (which consent shall not be unreasonably withheld), if such amendments would adversely affect in any manner the rights of Lender under this Assignment.

15. Continuing Obligation to Update Corporate Officers/Directors/Address. Assignor shall have a continuing, affirmative duty to provide written notification to Lender immediately upon any addition, deletion or other change in any of the officers, directors and/or address of Assignor. Assignor understands that Lender may rely on the most recent information actually received by Lender, which may include information transmitted by facsimile.

16. Notices. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notice shall be deemed received when delivered if by hand delivery or three (3) business days after sent postage prepaid, certified mail, return receipt requested. Notwithstanding the foregoing, routine communications such as periodic loan statements, ordinary distribution checks, copies of Loan related documents, etc., may be sent by ordinary first class mail or facsimile transmission.

17. Termination. This Assignment and all of its provisions shall terminate if and when all indebtedness, obligations and liabilities of Assignor to Lender under the Note, the Loan Documents, or other loans to Lender secured by the Assessments are fully paid and satisfied. Upon such termination, Lender shall execute and deliver to the Assignor a release and/or satisfaction of the Note, the Loan Documents, and this Assignment; otherwise, the provisions hereof shall remain in full force and effect.

18. Binding Effect. All of the covenants and agreements herein shall bind, and the benefits and advantages shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, grantees, successors and assigns.

19. Terms. The term "Unit Owners" as used herein shall include any and all persons or entities who shall now be or hereafter become an owner of a unit or home in the Condominium as defined in the Declaration. The terms "Assignor" and "Lender" shall include the parties and their respective successors and assigns.

20. Headings. The headings of the paragraphs contained in this Assignment are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

21. Miscellaneous.

(a) This Assignment shall be construed in accordance with the laws of the State of Florida.

(b) Time is of the essence of this Assignment.

(c) No modification, alteration or amendment to the terms or provisions of this Assignment shall be effective unless the same is in writing, is executed by both parties and is recorded in the public records of the county in which the Condominium is located.

(d) No failure by the Lender to insist on full or timely performance of any covenant or obligation of the Assignor hereunder on any occasion shall be construed as a waiver of such covenant or obligation, or the right of the Lender to insist on full or timely performance of such covenant or obligation at a future time.

(e) The Assignor may not assign or otherwise encumber, pledge or burden its interest or obligation under this Assignment, nor may the Assignor further pledge, encumber or assign the Assessments or the Lien Rights, without the prior expressed written consent of the Lender.

(f) In the event that any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
(g) This Assignment may be executed in counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument under seal the day and year first above written.

WITNESSES

Signature of Witness

Walter R Siegler

Print or type Name of Witness

Signature of Witness

Kelly Smith

Print or type Name of Witness

ASSIGNOR:

**Marilyn Pines Unit I Condominium Association, Inc.**

By: _____ (Seal)
**Peter Capone, President**

By: _____ (Seal)
**Robert Ballantine, Vice President**

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by **Peter Capone,** as **President** of **Marilyn Pines Unit I Condominium Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

✓ Personally known
___ Florida Driver's License
___ Other Identification Produced

Notary Public

Catherine Lanier

Print or type name of Notary
Title or rank:
Serial number, if any: gg217336

(SEAL)

CATHERINE LANIER
MY COMMISSION # GG 217336
EXPIRES: August 27, 2022
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by **Robert Ballantine** as **Vice President** of **Marilyn Pines Unit I Condominium Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

✓ Personally known
___ Florida Driver's License
___ Other Identification Produced

Notary Public

Catherine Lanier

Print or type name of Notary
Title or rank:
Serial number, if any: gg 217336

(SEAL)

CATHERINE LANIER
MY COMMISSION # GG 217336
EXPIRES: August 27, 2022
Bonded Thru Notary Public Underwriters

I#: 2014180590 BK: 18444 PG: 862, 06/25/2014 at 08:40 AM, RECORDING 2 PAGES
$18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY
DEPUTY CLERK: CLKDU14

Prepared by and Return to
Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd.
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 19, 2014 by the approval of not less than a majority of the Board of Directors and 51 per cent of the members of the Association, the Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, as originally recorded in O.R. Book 3751, Page 323, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium.

**IN WITNESS WHEREOF**, MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 19 day of June, 2014.

MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.

By: _____
President RICHARD FEASER

ATTEST:
_____
Secretary PHOEBE CHIDESTER

STATE OF FLORIDA
COUNTY OF PINELLAS

CATHERINE LANIER
Notary Public - State of Florida
My Comm. Expires Aug 22, 2014
Commission # EE 19384
Bonded Through National Notary Assn.

On this 19 day of June, 2014, personally appeared before me Richard Feaser, President, and Phoebe Chidester, Secretary of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

_____
NOTARY PUBLIC
My Commission Expires: 8.22.14

CATHERINE LANIER
Notary Public - State of Florida
My Comm. Expires Aug 22, 2014
Commission # EE 19384
Bonded Through National Notary Assn.

**CONDOMINIUM PLATS PERTAINS HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 19, PAGE 32 & 33.**

**SCHEDULE OF AMENDMENTS**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE**
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**
**OMISSIONS INDICATED BY ELLIPSIS....**

1. Article 11, MAINTENANCE OF COMMUNITY INTERESTS, **Section 11.9,** AGE RESTRICTION, of the Declaration of Condominium shall be amended to **read as follows:**

11.9 AGE RESTRICTION. It is the intention of the Association to qualify for the exemption to the Fair Housing Act by providing housing for older persons as defined in Section 807(b)(2)C of the Federal Fair Housing Act (1988). Not less than eighty (80%) percent of the units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older. No person less than ~~twenty-five (25)~~ thirty (30) years of age shall be a permanent occupant of any of the condominium apartments. For the purposes of this Section, "permanent occupant" shall be defined as a person who resides in a condominium apartment for more than two (2) consecutive nights, with the exception of guests visiting an Owner, or an approved lessee, subject to the guest limitations as authorized by the Board adopted rules, from time to time.

The Board of Governors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with Section 807(b)(2)C of the Federal Fair Housing Act (1988).

This restriction shall not apply to any person residing in a unit in this Condominium on or before September 13, 1988.

It shall also be a common expense of the Association to provide significant facilities and services, or the availability of significant facilities and services, specifically designed to meet the physical or social needs of older persons as contemplated.

I#: 2007317965 BK: 15996 PG: 2263, 09/28/2007 at 12:36 PM, RECORDING 3 PAGES
$27.00 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKDMC5

Prepared by and Return to
Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd.
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at the duly called Annual Meeting of the members on January 22, 2007, by the approval of not less than a majority of the Board of Directors and 51 per cent of the members of the Association, the Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, as originally recorded in O.R. Book 3751, Page 323, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium."

**IN WITNESS WHEREOF**, MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2 day of JULY, 2007.

MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: _____

President RICHARD FEASER

ATTEST: _____

Secretary

**CONDOMINIUM PLATS HERETO ARE FILED IN PLAT BOOK 10, PAGE 32 AND 33.**

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 2nd day of July, 2007, personally appeared before me Richard Feaser, President, and Peter Capone, Secretary of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

CATHERINE LANIER
MY COMMISSION EXPIRES
June 17, 2010
#DD 555494
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: June 17, 2010

**SCHEDULE OF AMENDMENTS**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**

**ADDITIONS INDICATED BY UNDERLINE**
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**
**OMISSIONS INDICATED BY ELLIPSIS....**

1. Article 5, MAINTENANCE, ALTERATION AND IMPROVEMENT, section 5.2, APARTMENTS, paragraph (c), ALTERATION AND IMPROVEMENT, of the Declaration of Condominium shall be amended by adding an entirely new second paragraph to read as follows:

[THE EXISTING FIRST PARAGRAPH REMAINS UNCHANGED]

All apartments shall be, and remain, carpeted, excepting foyer, kitchens, bathrooms and porches. Tile, wood or other hard floor coverings may be installed in any area of the apartment, provided that the installation of the hard floor covering is over sound-deadening material, consisting of 3/8 inch cork or meets other specifications to be adopted by the Board of Directors from time to time, and that such installation is approved by the Board of Directors, in writing.

2. Article 10, USE RESTRICTIONS, of the Declaration of Condominium shall be amended by adding an entirely new paragraph 10.10, PETS, to read as follows:

10.10 Pets. Apartment owners may have one (1) dog or one (1) cat provided the weight of such dog or cat does not exceed twenty (20) pounds. A dog or cat kept pursuant to this Section must be on a leash and under the control of its owner when not in the unit and on Condominium property. Dogs or cats walked in the community may only be walked in areas designated by the Board for such purpose. No other pet besides one (1) dog or one (1) cat may be kept in a unit, except for pets which are of the type which stay within the residence and are not required to be walked. Examples of pets, which would normally stay confined to a unit include, but are not limited to, fish and birds. The keeping of a pet within Marilyn Pines Condominium apartments is not a right, but is a revocable license and no pet may be kept on the premises which causes any annoyance or nuisance of any kind to neighboring apartment owners.



**EXHIBIT "A"**

I#: 2007317958 BK: 15996 PG: 2225, 09/28/2007 at 12:35 PM, RECORDING 4 PAGES $35.50 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDMC5

Prepared by and Return to
Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd.
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on May 18, 2007, by the approval of not less than a majority of the Board of Directors and 51 per cent of the members of the Association, the Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, as originally recorded in O.R. Book 3751, Page 323, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

> The Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium."

**IN WITNESS WHEREOF**, MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2 day of Sept, 2007.

MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

Secretary

By:

President RICHARD FEASER

CONDOMINIUM PLATS PERTAINS HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 10, PAGE 32 & 33.

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 2nd day of July, 2007, personally appeared before me Richard Feaser, President, and Peter Capone, Secretary of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

CATHERINE LANIER
MY COMMISSION EXPIRES
June 17, 2010
#DD 555494
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: June 17, 2010

**SCHEDULE OF AMENDMENTS**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE**
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**
**OMISSIONS INDICATED BY ELLIPSIS....**

1. Article 11, MAINTENANCE OF COMMUNITY INTERESTS, Section 11.9, AGE RESTRICTION, of the Declaration of Condominium shall be amended to read as follows:

11.9 AGE RESTRICTION. It is the intention of the Association to qualify for the exemption to the Fair Housing Act by providing housing for older persons as defined in Section 807(b)(2)C of the Federal Fair Housing Act (1988). Not less than eighty (80%) percent of the units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older. No person less than twenty five (25) years of age shall be a permanent occupant of any of the condominium apartments. For the purposes of this Section, "permanent occupant" shall be defined as a person who resides in a condominium apartment for more than two (2) consecutive nights, with the exception of guests visiting an Owner, or an approved lessee, subject to the guest limitations as authorized by the Board adopted rules, from time to time.

The Board of Governors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with Section 807(b)(2)C of the Federal Fair Housing Act (1988).

This restriction shall not apply to any person residing in a unit in this Condominium on or before September 13, 1988.

It shall also be a common expense of the Association to provide significant facilities and services, or the availability of significant facilities and services, specifically designed to meet the physical or social needs of older persons as contemplated.

2. Article 10, LEASING, Section 10.7(a), LEASING RESTRICTIONS, of the Declaration of Condominium shall be amended to read as follows:

(a) LEASING RESTRICTIONS. The number of rented units shall be limited to 35% of the total number of units at any one time in Marilyn Pines Unit I Condominium. In the event a unit owner is caused excessive hardship due to this amendment, the Board of Directors by majority vote may temporarily waive this rule for that owner. A return to conformity to the amendment would be made as soon as practical. A condominium apartment owner shall be in title for a period of twenty-four (24) months prior to being authorized to lease the unit.

**EXHIBIT "A"**

3. Article 13, COMPLIANCE AND DEFAULT, of the Declaration of Condominium shall be amended by adding an entirely new Section 13.5, ASSOCIATION ENFORCEMENT, to read as follows:

13.5 ASSOCIATION ENFORCEMENT. The Association may levy reasonable fines against a condominium apartment for the failure of an Owner of the condominium apartment, or its occupant, licensee or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine will become a lien against a condominium apartment. No fine may exceed One Hundred Dollars ($100.00) per violation. However, a fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars ($1,000.00). No fine may be levied except after giving reasonable notice and opportunity for a hearing to the condominium apartment Owner and if applicable, its licensee or invitee, the hearing must be held before a committee of other condominium apartment Owners. If the committee does not agree with the fine, the fine may not be levied. This provision does not apply to unoccupied condominium apartments.

M:\AMENDS\MarilynPines-DecAM-0307.wpd

**EXHIBIT "A"**

I#: 2006432028 BK: 15499 PG: 132, 11/28/2006 at 01:47 PM, RECORDING 3 PAGES
$27.00 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKDM85

Prepared by and Return to
Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd.
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 19, 2006, by the approval of not less than a majority of the Board of Directors and 75 percent of the members of the Association, the Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, as originally recorded in O.R. Book 3751, Page 323, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

> The Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, A Condominium."

**IN WITNESS WHEREOF**, MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15 day of November, 2006.

MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: _____
RICHARD FRASER
President

ATTEST: _____
Secretary

CONDOMINIUM PLATS PERTAINS HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 10, PAGE 32 & 33.

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 15 day of November, 2006, personally appeared before me Richard Feaser, President, and Peter Fisher, Secretary of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

CATHERINE LANIER
MY COMMISSION EXPIRES
June 17, 2010
#DD 555494
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: June 17, 2010

**SCHEDULE OF AMENDMENTS**
**TO**
**DECLARATION OF CONDOMINIUM**
**OF**
**MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1**
**A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE**
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**
**OMISSIONS INDICATED BY ELLIPSIS....**

1. Article 14, AMENDMENTS , Paragraph 14.2, RESOLUTION, of the Declaration of Condominium shall be amended to read as follows:

14.2 RESOLUTION. An amendment may be proposed by either the Board of Directors or by ~~75~~ 51 per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and ~~75~~ 51 per cent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before said meetings.

M:\amends\AMENDS\MarilynPines-DecAM-0506.wpd

**EXHIBIT "A"**

I#: 2003523290 BK: 13262 PG: 2258, 12/19/2003 at 09:15 AM, RECORDING
$46.50 KARLEEN F. DE BLAKER, CLERK OF COURT PINELLAS COUNTY, FLORIDA
DEPUTY CLERK: CLKDM83

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1968 Bayshore Boulevard
Dunedin, FL 34698

**CERTIFICATE REGARDING THE ARTICLES OF INCORPORATION OF MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Articles of Incorporation of Marilyn Pines Unit I Condominium Association, Inc. Marilyn Pines Condominium Association, Inc. is the Condominium Association for Marilyn Pines Condominium Apartments, Unit 1, a Condominium, pursuant to the Declaration of Condominium recorded in O.R. 3751, Page 323 et. seq. and in Condominium Plat Book 10, Pages 32 and 33, all of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of December, 2003, at Branch County, Michigan.

(SEAL)

MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.

By: Marion R Miller
Marion R. Miller, President

Witnesses:
Brandee L. Lyon
Signature
Brandee L. Lyon
Printed Name
Nita M. Smith
Signature
Nita M. Smith
Printed Name

STATE OF MICHIGAN)
COUNTY OF BRANCH )

The foregoing instrument was acknowledged before me this 4th

day of ✓ December, 2003, by Marion R. Miller, President of Marilyn Pines Unit I Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/she took an oath, and is personally known to me or have produced MI Drivers License as identification to be the President of the corporation executing the foregoing instrument, and he/she acknowledged executing the same voluntarily under the authority duly vested in him/her by said corporation. If no type of identification is indicated, the above-named person is personally known to me.

My Commission Expires:
Sep. 24, 2007

✓ _____
NOTARY PUBLIC SIGNATURE

✓ Nita M. Smith
Printed Name of Notary Public

NITA M. SMITH
Notary Public, Branch County, MI
My Commission Expires Sep. 24, 2007

M:\MARILYN PINESI\Certificate-AOI.2.frm

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on June 12, 1980, as shown by the records of this office.

The document number of this corporation is 752930.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Nineteenth day of May, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

752930

FILED
JUN 12 9 25 AM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC.

This document constitutes the Articles of Incorporation of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., for the purpose of establishing the corporate existence of the previously unincorporated legal entity by the similar name (less the words "Condominium" and "Inc.").

ARTICLE I

The name of the corporation shall be MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC. The corporation is referred to as the Association in the remaining Articles herein.

ARTICLE II

(1) The purpose for which the Association exists, and for which its predecessor unincorporated association was organized, is and was to provide the entity under the Condominium Act, for the operation of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1, A CONDOMINIUM. The subject condominium is located in Clearwater, Pinellas County, Florida. The condominium consists of thirty-four (34) condominium units, developed as one of two separate condominiums in the MARILYN PINES condominium complex. The predecessor unincorporated association jointly purchased with its sister association, the recreational facility used by residents of both condominiums, which facility was not submitted at any time to the condominium form of ownership. The corporate Association hereby created shall exist to succeed to the title and interest of its predecessor unincorporated association, in and to the recreation facility and all other property of said predecessor unincorporated association.

(2) The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

(1) The members of the Association shall consist of all the record owners of apartments in the condominium and after

A-1703

termination of the condominium shall consist of those owners who are members at the time of such termination and their successors and assigns.

(2) After receiving approval of the Association required by the said Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(3) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

(4) The owner(s) of each apartment shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined in accordance with the said Declaration and the By-Laws of the Association.

ARTICLE IV

The term of the Association shall be perpetual.

ARTICLE V

The names and residence addresses of the subscribers of these Articles of Incorporation are the hereinafter listed and named persons, who also certify by their signatures hereto, that they are current officers of the said predecessor unincorporated association and that all requisite approvals were secured in accordance with the said Declaration and By-Laws for the filing and recording of this document to incorporate the previously unincorporated condominium association.

ARTICLE VI

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be

A-1203

elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the current officers who shall serve until their successors are designated by the Board of Directors are as follows:

| NAME | ADDRESS | OFFICE |
|---|---|---|
| NORMAN SHULMAN | Apartment #202<br>2060 Marilyn Street<br>Clearwater, Florida 33515 | President |
| GEORGE SCHUSTER | Apartment #205<br>2060 Marilyn Street<br>Clearwater, Florida 33515 | Vice President |
| FRANCES SULLIVAN | Apartment #107<br>2060 Marilyn Street<br>Clearwater, Florida 33515 | Treasurer |
| MARGARET WILLIAMS | Apartment #118<br>2060 Marilyn Street<br>Clearwater, Florida 33515 | Secretary |

ARTICLE VII

(1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors. Directors need not be members of the Association.

(2) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(3) The current directors of the predecessor unincorporated association, named below, shall serve as the directors of the corporate Association until the next election of directors, and any vacancies in their number occurring before the next election shall be filled by the remaining directors:

| NAME | ADDRESS |
|---|---|
| NORMAN SHULMAN | Apartment #202<br>2060 Marilyn Street<br>Clearwater, Florida 33515 |
| GEORGE SCHUSTER | Apartment #205<br>2060 Marilyn Street<br>Clearwater, Florida 33515 |

| | |
|---|---|
| ROBERTA LAUER | Apartment #105<br>2060 Marilyn Street<br>Clearwater, Florida 33515 |
| HAROLD DENEEN | Apartment #208<br>2060 Marilyn Street<br>Clearwater, Florida 33515 |
| GEORGINA JOEL | Apartment #109<br>2060 Marilyn Street<br>Clearwater, Florida 33515 |
| JOE BUCHANAN (alternate) | Apartment #110<br>2060 Marilyn Street<br>Clearwater, Florida 33515 |

ARTICLE VIII

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX

The present By-Laws of the Association shall continue in existence, but may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.



0L1707

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) Such approvals must be by not less than a majority of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than eighty per cent (80%) of the votes of the entire membership of the Association (which requirement for amendment to these Articles is less restrictive than the requirements in paragraph 14.3 of the Declaration of Condominium for amendment to the Declaration of Condominium itself).

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of any mortgage upon any unit within the condominium or upon the recreation area. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

(4) A copy of these Articles shall be recorded in the Public Records of Pinellas County, Florida, subsequent to approval by the Secretary of State and thereafter each amendment to these Articles shall be certified by the Secretary of State and subsequently also recorded in the Public Records of Pinellas County, Florida.

ARTICLE XI

The powers of the Association shall include and be governed by the following provisions:

(1) The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

(2) The Association shall have all of the powers and

duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the said Declaration, as the latter may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the condominium property.

(d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

(e) To reconstruct improvements after casualty and make further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by vote of the membership of the Association in accordance with the said Declaration before such shall become effective.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the said Declaration of Condominium and the By-Laws of the Association.

(h) To enforce by legal means the provisions of the Condominium Act, the said Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

(i) To contract for the management of the condominium and the maintenance, repair and operation of the condominium property, and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the said Declaration of Condominium to have approval of the Board of Directors or of the membership of the Association.

A-1703

(j) To contract for the management or operation either of the jointly-owned recreational facility, or of portions of the common elements susceptible to separate management or operation, and to lease such portions of the common elements or, with approval of the Association's sister association, such jointly-owned recreational facility.

(k) To employ personnel to perform the services required for proper operation of the condominium.

(3) The Association shall have the power to purchase an apartment of the condominium.

(4) All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members consistent with the provisions of the said Declaration of Condominium, these Articles of Incorporation and the By-Laws.

(5) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the said Declaration of Condominium and the By-Laws.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 16th day of May, A. D. 1980.

Witness whereof:

Registered Ag
305A S. Osceola Ave.
Clearwater, FL 33516

NORMAN SHULMAN, President

GEORGE SCHUSTER, Vice President

FRANCES SULLIVAN, Treasurer

STATE OF FLORIDA )
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared NORMAN SHULMAN, GEORGE SCHUSTER and FRANCES SULLIVAN, who, after being first duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes expressed therein.

WITNESS my hand and official seal this 16th day of May, A. D. 1980.

Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 5, 1982

A-1707

11. RECORDING
ACCT 168
REC 10.50
FEES
MTF
PTC
P/C
DOC
INT
TOTAL 10.50
JAR

INST # 95-014980
JAN 20, 1995 4:58PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8895 PG 1425

**CERTIFICATE OF AMENDMENT TO**

**TO DECLARATION OF CONDOMINIUM OF MARILYN PINES**

**CONDOMINIUM APARTMENTS, UNIT 1, A CONDOMINIUM**

We, Bob Fuchs, as President and Jane Shulman, as Secretary of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., do hereby certify that by a vote of not less than a majority of the Board of Directors and 75% of the members of the Association at the Annual Meeting of the membership of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., on December 5, 1994, held in accordance with the Bylaws of this Association, the following amendment to the Declaration of Condominium was duly enacted:

Section 6, Paragraph 6.2 of the Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, a Condominium is amended to read as follows:

6.2 PAYMENTS. Assessments and installments thereon paid on or before ~~five (5)~~ ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ~~five (5)~~ ten (10) days after the same is due shall bear interest until paid at the rate of ~~eight (8)~~ eighteen (18) ~~per cent~~ percent per annum and in addition to such interest, shall be subject to an administrative late fee in the amount of $15.00 for each delinquent installment. All payments on account shall be first applied to late charges and then to the assessment payment first due. If any installment of an assessment ~~be~~ is not paid on or before thirty (30) days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 101 PAGE 32 AND THE DECLARATION OF CONDOMINIUM IS RECORDED IN O.R. BOOK 3751, PAGE 323, ET SEQ.

3C037769 JAR 01-20-1995 16:43:00
11 3010 - 00000760
CTF-MARILYN PINES CONDO
RECORDING 1 $10.50
TOTAL: $10.50
CHARGE AMOUNT: $10.50

MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC.

By: Bob Fuchs
Bob Fuchs, President

ATTEST:

Jane Shulman
Jane Shulman, Secretary

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 19TH day of JANUARY 1995 by Bob Fuchs and Jane Shulman, President and Secretary, respectively, of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., who are personally known to me or who have produced FLORIDA DRIVERS LICENSES as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Declaration of Condominium of Marilyn Pines Condominium Apartments, Unit 1, a Condominium and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Victoria Kiessling (SEAL)
Notary Public
State of Florida at Large

VICTORIA KIESSLING
Print or Type Notary Signature

CC 140421
Commission Number
My Commission Expires: 9-9-95

VICTORIA KIESSLING
MY COMMISSION # CC 140421
EXPIRES Sept. 9, 1995
Bonded Thru Notary Public Underwriters

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens~~.

OI RECORDING
REC 10.50
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FEES
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P/C
REV
TOTAL 10.50

# CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1, A CONDOMINIUM

We, Norman Shulman, as President, and R. A. Neumeyer, as Secretary of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that by vote of more than seventy-five percent (75%) of the condominium unit owners of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1, A CONDOMINIUM, at the regular meeting of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., on March 14, 1989, held in accordance with the By-Laws of this Association, the following amendment was duly enacted:

Section 11.9 of the Declaration of Condominium, is created to read:

11.9. Age Restriction. It is the intention of the Association to qualify for the exemption to the Fair Housing Act by providing housing for older persons as defined in Section 807(b)(2)C of the Federal Fair Housing Act (1988). Not less than eighty (80%) percent of the units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older.

The Board of Governors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with Section 807(b)(2)C of the Federal Fair Housing Act (1988).

This restriction shall not apply to any person residing in a unit in this Condominium on or before September 13, 1988.

It shall also be a common expense of the Association to provide significant facilities and services, or the availability of significant facilities and services, specifically designed to meet the physical or social needs of older persons as contemplated by the Federal Fair Housing Act.

MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC.

(CORPORATE SEAL)

By: Norman Shulman
Norman Shulman, President

ATTEST:
R. A. Neumeyer, Secretary

KARLEEN F. DE BLAKER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY

89 APR 13 PM 4:44

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 10, PAGE 32 & 33

STATE OF FLORIDA )
)
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this 29 day of March, 1989, before me personally appeared Norman Shulman and R. A. Neumeyer, President and Secretary, respectively, of MARILYN PINES UNIT 1 CONDOMINIUM ASSOCIATION, INC., a non-profit corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Notice of Amendment of the Declaration of Condominium for Marilyn Pines Condominium Apartments, Unit 1, a Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Marie Sweeney
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 7, 1993

CODING: The full text to be amended is stated: New words to be inserted are underlined, ~~words to be deleted are lined through with hyphens~~.

O.R. 5933 PAGE 1424

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FEB 15 1 40 PM '85

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MARILYN PINES CONDOMINIUM APARTMENTS, UNIT I

A CONDOMINIUM

PINELLAS COUNTY, FLORIDA

14 14683668 72 1. 15FEB85
40 9.00
TOTAL 9.00 CHK

WHEREAS, the Board of Directors have proposed an Amendment to the Condominium Declaration and

WHEREAS, the Board of Directors feel that it is in the best interest of the Condominium Association to limit the number of rental units to thirty-five (35%) percent of the total number of condominium units and

WHEREAS, this Amendment has been submitted to the Condominium Owners at a regularly scheduled meeting on February 12, 1985, and

WHEREAS, this resolution has been passed by seventy-five (75%) percent of the Condominium Owners and a majority of the Board of Directors in accordance with Section 14.2 of the Declaration of Condominium relating to amendments.

NOW THEREFORE, the Declaration of Condominium of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT I, A CONDOMINIUM, recorded in Official Records Book 3751, page 323, as Clerks Instrument Number 72036535 and as amended in Official Records Book 3778, page 667, Public Records of Pinellas County, Florida is hereby amended as follows:

10.7(a) LEASING RESTRICTIONS: The number of rented units shall be limited to 35% of the total number of units at any one time in Marilyn Pines Unit I Condominium. In the event a unit owner is caused excessive hardship due to this amendment, the Board of Directors by majority vote may temporarily waive this rule for that owner. A return to conformity to the amendment would be made as soon as practical.

All other matters contained in said Declaration and not in conflict herewith shall remain in full force and effect.

THIS INSTRUMENT PREPARED BY:
RETURN TO:

ROLAND FOX, P.A.
Gregory A. Fox, Esq.
P. O. Box 5047
Clearwater, FL 33518

01 Cash 11 Chg
40 Rec 9.00
41 DS
48 Int
Tot 9.00

Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 10 Page 32-33

IN WITNESS WHEREOF, the officers of the Condominium Association has executed this amendment as of 13th day of February, 1985.

MARILYN PINES UNIT I CONDOMINIUM ASSOCIATION, INC.

(CORPORATE SEAL)

By: Norman Shulman
NORMAN SHULMAN, President

Attest: Robert A Neumeyer
ROBERT A. NEUMEYER, Secretary

SWORN AND SUBSCRIBED before me this 13th day of February, 1985.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 19, 1988
Bonded Thru Troy Fain - Insurance, Inc.

83044858 O.R. 5488 PAGE 449

15 15509460 70 1. 11MC83
40 5.00
0 5.00 CR

AMENDMENT TO ARTICLE X111, Page 7

"A" Any delinquency of thirty (30) days or more will have a lien placed on the unit by order of the Board of Directors.

MARILYN PINES UNIT #1 CONDOMINIUM ASSOCIATION, INC.

By: Oral Congdon
Oral Congdon, President

Roberta D. Lauer
Roberta Lauer, Vice President

Margaret Williams
Margaret Williams, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Oral Congdon, President; Roberta Lauer, Vice President; Margaret Williams, Secretary; to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 11th day of March, 1983.

Sheila Henderson
NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UNDI
MY COMMISSION EXPIRES JULY 14 1984
My Commission expires:

(Notarial Seal)

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 10 PAGES 32 & 33, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

Nadine M. McGuire
CLERK CIRCUIT COURT
Mar 11 3 05 PM '83

01 Cash 11 Chg
40 Rec 5.00
41 DS
43 Int
Tot 5.00

RETURN TO:
Prepared by: Margaret Williams
Address: 2060 Maryland Dr
Apt 11B Clw. Flo
33575

01 Cash 11 Chg
40 Rec 28.00
41 OS
43 Int
Tot 28.00

80202269 O.R. 5122 PAGE 1870

MARILYN PINES CONDOMINIUM
ASSOCIATION UNIT #1 INC.
RULES AND REGULATIONS

40 28.0
28.0 CK

Revised: 6-4-79

DEC 17 12 38 PM '80

ARTICLE I: SWIMMING POOL REGULATIONS

A. Use of the pool is restricted to owners in residence, lessees (who are properly registered and comply with the residency requirements) and their guests.

B. Suitable footwear must be worn to and from the pool area.

C. Men in topless attire, persons in bathing suits or without foot covering are not permitted in the Recreational Hall.

D. Bathing suits only are permitted to be worn in the pool.

E. Persons using the pool area must respect the rights of others. Chairs and lounges must be released when leaving the pool area and placed back in original position.

F. All persons must shower adequately to remove all suntan oils before entering pool.

G. No inflatable objects such as balls, rafts, or toys will be permitted in the pool. Life-preserving equipment is permissable.

H. Running and loud, boisterous conduct or noise (including loud radios) is prohibited.

I. Persons of all ages wearing hair collar-length, or longer, must wear bathing caps. All hairpins and bobby pins must be removed while using the pool in order to protect the filter system.

J. Children under three (3) years of age using the pool must wear diapers and rubber pants. Persons under sixteen (16) may not use the pool and pool area after lights are turned on. Children under fourteen (14) must be accompanied by an adult who must remain in the pool area with the child at all times.

K. Glass containers of any kind are not permitted in the pool and terrace areas. Only beverages in styrofoam, soft containers or cans are permitted in the Recreational Area. All trash must immediately be put in trash receptacles. Food is prohibited in the Recreational Area.

RETURN TO:

L. Removal of furniture from the Recreational Area is strictly prohibited.

M. Animals and bicycles are not allowed in the Recreational Area.

N. Owners will be held responsible for all actions of their children, guests or lessees.

O. Expectorating, spouting of water or blowing nose in the pool is prohibited.

P. Papers, cigarettes, cigars and refuse must be deposited in the receptacles as provided.

Q. Pool will normally be open from 8:00 a.m. to 11:00 p.m. but may be closed at any time without notice because of necessary maintenance, repairs or inclement weather.

ARTICLE II: SAUNA ROOMS

A. Use of these rooms is restricted to apartment owners and legitimate lessees only.

B. It is suggested that before using the Sauna Room, you have a check-up and ask your doctor whether or not you should use it. USE AT YOUR OWN RISK.

C. Operating instructions for the Sauna Rooms are posted near the entrance and must be followed.

D. Turn off the master switch when you are the last to leave.

ARTICLE III: RECREATION BUILDING FACILITIES

A. Use of these facilities is restricted to owners, lessees, and their guests.

B. Persons under sixteen (16) years of age are not permitted in the Recreation Rooms unless accompanied by an owner or lessee.

C. Persons under sixteen (16) years of age are not permitted to play pool or in pool table area.

D. On completion of play on pool table, brush table. If you are the last to leave the billiard room, turn out lights. Follow posted regulations regarding length of play when others are waiting to play.

E. After using kitchen facilities, clean up garbage, trash (cups, napkins, paper dishes, etc.). After using rooms empty ash trays and replace chairs and tables to original positions.

F. Any owner or lessee who desires to use the Recreation Rooms for a private party may do so by making a request to the Joint Board of Directors three (3) days in advance. Such party shall be social in nature and not for promotional or commercial purposes. When permission is granted, a notice shall be posted on entrance door. Host must remain with his party at all times and be responsible for clean-up and all damage.

G. Use of the recreational facilities of the common elements will be in such manner as to respect the rights of other apartment owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general such use shall be prohibited between the hours of 11:00 p.m. and 8:00 a.m.

ARTICLE IV: PETS

A. Apartment owners may have one (1) dog or one (1) cat provided the weight of such dog or cat does not exceed five (5) pounds and provided they are confined to the owners apartment.

B. Excessive barking or noise by a pet which causes an annoyance to other residents may be cause for an order from the Board of Directors to dispose of the pet.

C. Pets are not allowed in the recreation or swimming pool areas.

D. Under no circumstances may a pet run loose. All dogs or cats, when taken out, MUST be on a leash and walked either around the perimeter or in the roadway. In any event, owner MUST PROPERLY DISPOSE OF DROPPINGS.

ARTICLE V: LAUNDRY ROOMS

A. Laundry rooms are to be used only between 7:00 a.m. and 11:00 p.m.

B. Clothing must be removed from the washers and dryers when finished to avoid inconvenience to the next user.

C. All machines must be left clean and laundry room shall be clean.

D. Turn off lights when finished if no one else is using laundry.

ARTICLE VI: GARBAGE DISPOSAL UNITS & TRASH

A. Garbage and trash is to be placed in receptacles furnished by the City of Clearwater.

B. The kitchen disposal unit is for food wastes and liquids. Do not put grease down the sink, as it will stick to the sides of the drain pipes, causing backups and flooding.

ARTICLE VII: CAR PARKING

A. Cars must be parked within the space assigned to unit. Owners with two (2) cars must use guest space for second car.

B. Owner parking and guest parking is restricted to private passenger cars only, excepting guest parking spaces at front which may be used for over-night campers or R.V.'s. Guests are to use space so marked.

C. All motor bikes, motorcycles and scooters are only allowed to be driven in and parked.

D. All excessive noise from vehicles is prohibited.

E. Major repairs on vehicles is not permitted. Washing of cars shall be done by bucket only.

ARTICLE VIII: GUESTS

A. If house guests are to occupy an apartment when the owner is not in residence, this occupancy must be registered by the owner with the Board of Directors. This request must be submitted by the apartment owner in a letter, or telephone call, stating the name of each guest to occupy the apartment, their estimated length of stay and confirm that the guests so named are bona-fide guests and are not paying for the use of the apartment on a transient basis. Immediately on arrival, ALL guests must notify a Board Member. A copy of these Rules and Regulations will be provided to the guests and they will sign a receipt of same. A deposit will be required and deposit refunded upon return of rules at departure.

B. Any violation of these Rules and Regulations or damage to common property by guests will become the responsibility of the owner.

C. Depending upon the size of the apartment, total occupancy will be limited to a reasonable number. For purposes of this paragraph,

"reasonable number" shall be defined as:

| | |
|---|---|
| One bedroom: | Four persons |
| Two bedroom: | Six persons |

D. In the owner's absence, approved house guests may NOT have overnight guests of their own without written permission of owners.

E. An owner is responsible for their guests behavior and conformity with these Rules and Regulations.

F. Pets: refer to Article IV.

ARTICLE IX: LEASING AND SALE OF APARTMENTS

A. Each apartment unit is hereby restricted to residential use by the owners, lessees, their immediate families and guests. No owners or lessees of any apartment unit shall permit use of the same for transient hotel or commercial purposes.

B. Each owner has the right to sell or lease his apartment unit, provided that the proposed purchaser, or lessee, is first approved by the Condominium Association, as provided in the Declaration of Condominium. Each new owner or lessee shall be bound by the provisions of the Declaration of Condominium and all condominium documents and these Rules and Regulations, a copy which shall be furnished by seller to each proposed purchaser or lessee at the time application is made for approval of such sale or lease.

C. A lease is not permitted for less than three (3) months, since our premises are not intended to be used by transients as a hotel or motel.

D. The owner must furnish written notice to the Board of Directors of the names of persons who will occupy the premises.

ARTICLE X: ATTIRE

A. Owners, lessees, and their guests shall not appear in, or use the recreation rooms in any attire other than street or sports clothes. Footwear must be worn at all times in recreation rooms. Shirts, robes or jacket tops must be worn at all times, except at poolside.

ARTICLE XI: GENERAL CONDITIONS AND INFORMATION

A. Each occupant shall maintain his apartment unit in good condition and repair, including all internal surfaces within or surrounding his apartment, including his windows, doors, door-frames, and hardware and maintain and repair the fixtures therein as soon as possible. He shall promptly pay for all utilities which are metered separately to his apartment. Common areas of the building, such as the walkways, stairs, stairwells, landscaped and grassed areas, shall be used only for the purposes intended.

B. Individual barbecueing is permitted on the grassy perimeter, using caution. However, no food may be consumed in this area.

C. Each apartment unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever. No children under the age of sixteen (16) years of age will be allowed as a permanent resident. For purposes of this paragraph, a permanent resident of Marilyn Pines shall be defined as any person who is in residence for a period in excess of ninety (90) continuous days in any one calendar year. Each apartment occupant shall maintain his apartment in a clean and sanitary manner. The balconies, patios and walkways shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside the occupant's apartment except in the laundry storage room. Due to the fact that Marilyn Pines does not have paid maintenance personnel, each person shall be responsible for maintaining the outside appearance of their own unit.

D. Apartment owners are reminded that alterations and repairs of the apartment building is the responsibility of the Association except for the interior of apartments. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.

E. No occupant may make or permit any disturbing noises in the building nor on the condominium property, whether made by himself, his family, friends or guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on or about the condominium property between the hours of 11:00 p.m. and the following 8:00 a.m., or at any time, if the same shall be in any manner disturb or annoy the other occupants of the condominium.

F. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the condominium property without prior consent of the Association.

G. All apartments shall be, and remain, carpeted, excepting foyer, kitchens, bathrooms and porches.

H. Disposition of garbage and trash shall be only by use of garbage disposal units or by use of receptacles supplied by the City of Clearwater. All garbage must be wrapped, or bagged, before being placed in the receptacles.

I. No signs, advertising or notices of any kind or type, whatsoever, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visable from the exterior of any apartment, except for a small "For Sale" sign.

J. All notices placed on Bulletin Boards are to be confined to condominium business sanctioned by the Board. No other notices are permitted.

K. It is a duty of any owner to either quietly speak to any person who is in infraction of our rules, or report in a signed letter to be delivered to the Board of Directors.

L. Bicycles shall only be stored in the storage shed provided for same. Bicycles will not be permitted to be stored on walkways or common areas of the condominium.

M. Any criticism of maintenance work or conduct should be reported to the Board of Directors.

N. Owners are responsible for damage to common areas, including streets, parking lots, stairs and walkways caused by movers and/or deliverymen performing as their agents.

ARTICLE XII: PENALTY FOR VIOLATION OF RULES AND REGULATIONS

A. Any breach or violation of the foregoing Rules and Regulations can result in prosecution in a court of law, as per Page 19, Item 13.3 of the Declaration of Condominium.

ARTICLE XIII: MAINTENANCE FEES

A. Any delinquency of sixty (60) days or more will have a lien placed on the unit by order of the Board of Directors.

O.R. 5122 PAGE 1877

MARILYN PINES CONDOMINIUM
ASSOCIATION UNIT #1 INC.
AMENDMENTS TO RULES AND REGULATIONS
Amended: 8-24-79

ARTICLE I: SWIMMING POOL

Rule G is hereby amended to read as follows:

G. ONLY non-styrofoam life preserving equipment such as small arm or back bubbles, water-wings, small rubber rings or canvas-covered vests will be permitted in the pool. No other objects of any kind will be allowed in the pool.

ARTICLE III. RECREATION FACILITIES

Rule H is hereby included and to read:

H. Shuffle Board Rules:
(1) Playing is prohibited to persons under 14 yeahrs of age unless supervised by an adult.
(2) DO NOT WALK ON PLAYING BOARD. The surface is easily chipped.
(3) All equipment must be returned to locker.

ARTICLE VII: CAR PARKING

Rule A is hereby amended to read as follows:

A. Cars must be parked within the space assigned to unit.
(1) Owners in Unit II with more than one car must use guest space in front parking lot for additional car, or cars.
(2) Owners in Unit I with three cars must park third car in front parking lot.

---

AMENDMENT TO ARTICLE VII, PARA. B
3/25/80

Owners, Renters & Guests are restricted to private passenger cars only.
All unauthorized vehicles will be towed away at owner's expense.

ADDITION TO ARTICLE XI, PAGE 6
3/25/80

"O" Infraction of Rules & Regulations in Units I & II will be the responsibility and obligation of each unit as far as execution and monetary value is incurred.

MARILYN PINES UNIT #1 CONDOMINIUM ASSOCIATION, INC.

By: _____
President

_____
Vice-President

_____
Secretary

STATE OF FLORIDA

COUNTY PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Norman Shulman, President; George R. Schuster, Vice President; Georgina Joel, Secretary,

to me known to be the person, described in and who executed the foregoing instrument and acknowledged that he, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of December, 1980.

Richard C. Mease
Notary Public

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES, DEC. 28 1982
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission expires: _____

O.R. 4862 PAGE 874

79089558

15.00

15.00

MARILYN PINES CONDOMINIUM APARTMENTS
NOTICE OF AGREEMENTS FOR
RELEASE FROM LEASES

All interested persons are hereby furnished Notice of the existence of separate Agreements for Release from Leases for the following individual apartment units within the Marilyn Pines Condominium Apartments, Units 1 and 2:

Marilyn Pines Condominium Apartments, Unit 1:

| | |
|---|---|
| Apartment #204 | THOMAS A. and SHIRLEY H. GIERE |
| Apartment #207 | NICHOLAS V. IGNELZI |
| Apartment #212 | ROBERT A. and VERA M. NEUMEYER |

Marilyn Pines Condominium Apartments, Unit 2:

| | |
|---|---|
| Apartment #139 | ELIZABETH B. and JOHN D. HOSTUTLER |
| Apartment #226 | EMANUEL B. and IDA P. NEUMAN |
| Apartment #228 | WILLIAM and CHERYL McGREGOR |
| Apartment #230 | RAYMOND L. and SHERRIE A. STEELE |
| Apartment #232 | JOAN M. CULVER and HORACE C. MECOMBER |
| Apartment #237 | CHARLES H. and ANN REHBEIN |
| Apartment #239 | CAROLE N. AVERY |

RETURN TO: This instrument prepared by and please return to TOM R. MOORE, Esquire 305-A South Osceola Avenue Clearwater, Florida 33516

Under the said Agreements, the subject leases are modified as to the amounts due each month from the above-listed individual units. Further, upon completion of payment of the amounts due from a particular apartment unit thereunder, the affected Association will cause the release of such above-listed unit from its subject lease. The leases are recorded in Official Records Book 3751, pages 367 et seq., and Official Records Book 4026, pages 1766 et seq., Public Records of Pinellas County, Florida.

Until a release is effectuated as to a particular individual unit, the subject leases remain in full effect as to such unit, including the right to lien and foreclose against the unit for non-payment of the amounts due under the Agreement.

The only units for which there is neither an Agreement for Release from Leases, nor an executed and recorded Release from Leases, are:

JUN 1 5 08 PM '79

Marilyn Pines Condominium Apartments, Unit 1:

| | |
|---|---|
| Apartment #214 | ADELINE P. BURNS |

Marilyn Pines Condominium Apartments, Unit 2:

| | |
|---|---|
| Apartment #120 | ADELAIDE M. CONNELLY |
| Apartment #129 | Estate of ROSE ROGERS |
| Apartment #132 | RUTH E. DAHLING |

DATED this 30th day of May, A. D. 1979.

MARILYN PINES UNIT 1 ASSOCIATION

By: Norman Shulman
NORMAN SHULMAN, President

Jack Solomon
JACK SOLOMON, Secretary

MARILYN PINES UNIT 2 ASSOCIATION

By: Jean Giordano
JEAN GIORDANO, President

Helen Bonda
HELEN BONDA, Secretary

STATE OF FLORIDA )
) ss.
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared

NORMAN SHULMAN and JACK SOLOMON, as President and Secretary, respectively, of MARILYN PINES UNIT 1 ASSOCIATION, and JEAN GIORDANO and HELEN BONDA, as President and Secretary, respectively, of MARILYN PINES UNIT 2 ASSOCIATION, to me well known and known to be the persons described in and who executed the foregoing Notice of Agreements for Releases from Leases, who, upon being first duly sworn, acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of May, A. D. 1979.

My Commission Expires:

Notary Public
State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires NOV. 2, 1982

79087882 OR 4861 PAGE 1

C 1000

1000

X

ASSIGNMENT OF LESSOR'S INTERESTS
in and to
MARILYN PINES CONDOMINIUMS RECREATION LEASES

KNOW ALL PERSONS BY THESE PRESENTS, that CLAUDE THACKER, Lessor and Assignor herein, in consideration of Ten ($10.00) Dollars and other valuable consideration, to him in hand paid by TOM R. MOORE, TRUSTEE, Assignee herein, at or before delivery of this instrument, the receipt whereof is hereby acknowledged, has granted, sold, bargained, assigned, transferred and set over and by these presents does so grant, sell, bargain, assign, transfer and set over unto the said Assignee herein, all of his (the Grantor's) rights, title and interests, as Lessor, in and to the following condominium recreation leases:

1. Lease recorded in Official Records Book 3751, pages 367 et seq., Public Records of Pinellas County, Florida, affecting all condominium units in Marilyn Pines Condominium Apartments, Unit 1.

2. Lease recorded in Official Records Book 4026, pages 1766 et seq., Public Records of Pinellas County, Florida, affecting all condominium units in Marilyn Pines Condominium Apartments, Unit 2.

FILED AND RECORDED
CLERK CIRCUIT COURT
MAY 30 4 54 PM '79

This Assignment is made with the full understanding that the Grantor is simultaneously executing a "Release from Leases" in favor of the two condominium associations, who are the Lessees under the subject leases, specifically as the same relates to specified condominium apartments within the Marilyn Pines condominium complex. That is, the Trustee, as Grantee herein, shall receive all rights and interests of the Lessor to continue the subject leases in effect as to specific apartments not released from the leases. Those apartments are:

| Within Unit 1 | Within Unit 2 |
|---|---|
| #204 | #120 |
| #207 | #129 |
| #212 | #132 |
| #214 | #139 |
| | #226 |
| | #228 |
| | #230 |
| | #232 |
| | #237 |
| | #239 |

This Assignment is not intended to effectuate any

This Instrument Prepared by and Please Return to:
TOM R. MOORE, Esquire
806-A South Osceola Avenue
Clearwater, Florida 33516

merger of the separate interests of the Lessor and Lessees under either of the said leases. To the contrary, the Trustee, acting on behalf of the MARILYN PINES TRUST, shall have the same rights to collect rents, and otherwise enforce the terms of the said leases, subject only to the provisions of the aforesaid "Release from Leases," as held by Assignor and transferred herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of May, A. D. 1979, in St. Petersburg, Florida.

Witness

CLAUDE THACKER

Witness

STATE OF FLORIDA )
)ss.
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared CLAUDE THACKER, to me well known and known to me to be the person described in and who executed the foregoing Assignment of Lessor's Interests in and to Marilyn Pines Condominiums Recreation Leases, who, being first duly sworn, acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of May, A. D. 1979.

Notary Public
State of Florida at Large

My Commission Expires:

JOINDER by Condominium Associations

The undersigned condominium associations, by and through their duly authorized officers, join in this instrument for purposes of acknowledging the existence of continuing obligations of the said associations, as Lessees under the said leases, to collect and pay over rents to the Grantee (TRUSTEE of the MARILYN PINES TRUST) as to those condominium apartments listed above. Further, the Associations acknowledge their obligations both under the leases as Lessees, and now simultaneously with these presents as owners of the real estate subject to the said leases, to maintain the leased premises, pay the taxes thereon and insure the premises in

accordance with provisions of the said leases and with the mortgage executed this same date by the Associations in favor of the Trustee of the MARILYN PINES TRUST.

MARILYN PINES UNIT 1 ASSOCIATION

Witness

By: Norman Shulman
NORMAN SHULMAN, President

Witness - Jack Solomon, Secretary

MARILYN PINES UNIT 2 ASSOCIATION

Witness

By: Jean Giordano
JEAN GIORDANO, President

Witness - Helen Bonda, Secretary

STATE OF FLORIDA )
) ss.
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared NORMAN SHULMAN, President of MARILYN PINES UNIT 1 ASSOCIATION, and JEAN GIORDANO, President of MARILYN PINES UNIT 2 ASSOCIATION, to me well known and known to me to be the persons described in and who executed the foregoing Joinder by Condominium Associations, who, upon being first duly sworn, acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30 day of May, A. D. 1979.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 21, 1979
BONDED THRU GENERAL INS. UNDERWRITERS

Notary Public
State of Florida at Large

79087879 OR 4860 PAGE 2194

01 Cash II Chg REED WARRANTY STATUTORY
40 Rec 7.00
41 St 12.50
42 Sur 1.50
43 Int
Tot 21.00

MAMCO FORM 5

# This Indenture,

*Made this* 30th *day of* May *, A. D. 1979*

**Between** CLAUDE THACKER, 1400 Gulf Boulevard, Apt. 408, Clearwater, joined by his spouse CATHERINE THACKER *of the County of* Pinellas *, in the State of* Florida *part ies of the first part, and* MARILYN PINES UNIT I ASSOCIATION and MARILYN PINES UNIT II ASSOCIATION as tenants in common with the following undivided interest: Unit I-41½%, Unit II-58½% *of the County of* Pinellas *, in the State of* Florida *part ies of the second part.*

2060 Marilyn Street, Clearwater, Florida 33575

**Witnesseth:** *That the said part ies of the first part, for and in consideration of the sum of* TEN AND NO/100----------($10.00)---------- *Dollars, to them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of* Pinellas *, State of* Florida *to-wit:*

Section 12, Township 29 South Range 15 East, Pinellas County, Florida:

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East, and run North 00 17'15" East 1,331.09 feet; thence run South 89 21'02" East 675.86 feet; thence run North 00 38'58" East 30.00 feet; thence run North 00 13'21" East 100.00 feet; thence run South 89 21'02" East 140.00 feet to a Point of Beginning; thence run North 00 13'21" East 392.07 feet; thence run South 89 18'58" East 50.00 feet; thence run South 00 13'21" West 392.04 feet; thence run North 89 21'02" West 50.00 feet to the Point of Beginning; and

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East, and run North 00 17'15" East 1,331.09 feet; thence run South 89 21'02" East 675.86 feet; thence run North 00 38'58" East 30.00 feet; thence run South 89 21'02" East 117.91 feet to a Point of Beginning; thence run North 00 11'25" East 100.00 feet; thence South 89 21'02" East 80.00 feet; thence run South 00 11'25" West 100.00 feet; thence run North 89 21'02" West 80.00 feet to the Point of Beginning.

Subject to easements, reservations and restrictions of record.

Subject to taxes for the year 1979 and subsequent years.

Subject to those certain Declarations of Condominium, together with all of its terms, provisions, conditions, rights, privileges, obligations, restrictions, easements, liens and exhibits, in Official Records Book 3751, Pages 323 through 344, and in Official Records Book 4026, Pages 1766 through 1826, Public Records of Pinellas County, Florida.

MAY 30 4 53 PM '79

*And the said part ies of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

**In Witness Whereof,** *The said part ies of the first part do hereunto set hand and seal the day and year first above written.*

*Signed, sealed and delivered in presence of us*

CLAUDE THACKER (L.S.)

CATHERINE THACKER (L.S.)

(L.S.)

(L.S.)

*This Instrument prepared by:* THIS INSTRUMENT WAS PREPARED BY: STEVENS, STEVENS & STEVENS, P.A. WITHIN ATTORNEYS AT LAW 1 STEVENS BUILDING ST PETERSBURG, FLORIDA 33701

*Address*

RETURN TO:

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PD MAY 30 79
525.00

**State of** FLORIDA
**County of** PINELLAS

**I Hereby Certify,** *That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared*

CLAUDE THACKER AND CATHERINE THACKER

*to me known to be the persons described in and who executed the foregoing instrument and* they *acknowledged before me that* they *executed the same.*

**Witness** *my hand and official seal in the County and State last aforesaid this* 30 *day of* May *, A. D. 1979*

*Notary Public,*
*My commission expires*

NOTARY PUBLIC STATE OF FLORIDA

PINELLAS COUNTY 30661

FLORIDA DOCUMENTARY STAMP TAX
DEPT. OF REVENUE MAY 30 79
92.50

**Warranty Deed**

RAMCO FORM 8

**To**

**Date**

**Abstract of Description**

RECORDED
PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT
Mar 24 3 00 PM '72

'72037635

O.R. 3751 PAGE 323

130.00

DECLARATION OF CONDOMINIUM

OF

MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1

A CONDOMINIUM

PINELLAS COUNTY, FLORIDA

---

Made this 23rd day of March, 1971, by QUALITY DEVELOPMENT CORPORATION OF FLORIDA, a Division of Preferred Developers Corporation, a Minnesota corporation, called "Developer," for itself, its successors, grantees and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963, as amended, hereinafter called "The Condominium Act."

1.1 NAME AND ADDRESS. The name by which this condominium is to be identified is MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1, , a condominium, and its address is 2060 Marilyn Street, Clearwater, Florida. 33515

1.2 PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The following property is hereby submitted to the condominium form of ownership:

(a) THE LAND. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Pinellas County, Florida:

LEGAL DESCRIPTION TO SAID REAL PROPERTY IS ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SET FORTH IN FULL AND MARKED EXHIBIT "A";

which lands are called "the land".

(b) EASEMENTS. The easements set forth on the survey attached hereto as Exhibit "B", herein called the "easements" which are appurtenant to the land and, in part, upon the land.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 APARTMENT. Apartment means unit as defined by the Condominium Act.

2.2 APARTMENT OWNER. Apartment owner means unit owner as defined by the Condominium Act.

2.3 THE ASSOCIATION. The Association means MARILYN PINES UNIT 1 ASSOCIATION, a non-profit association, existing as a legal entity pursuant to Florida Statutes Chapter 711.12, hereafter referred to as the "Association".

2.4 MEMBER. An apartment owner who is a member of MARILYN PINES UNIT 1 ASSOCIATION, a non-profit Florida association.

RETURN TO:

This instrument was prepared by: and Return to:
ROLFE D. DUGGAR
ATTORNEY AT LAW
300 Building East, Suite 601
St. Petersburg, Florida 33713

CONDOMINIUM PLATS HERETO ARE FILED IN PLAT BOOK 10 PAGE 32 and 33.

2.5 CONDOMINIUM UNIT. The unit being an apartment space, designated "condominium unit", "unit" or "apartment" on the plat filed for record in Pinellas County, Florida, and as shown on the survey attached hereto as Exhibit "B".

2.6 CONDOMINIUM PARCEL. The condominium unit, together with an undivided share in the common elements appurtenant thereto.

2.7 COMMON ELEMENTS. Common elements shall include: (a) the condominium property not included in the apartments; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) other items as stated in the Condominium Act.

2.8 COMMON EXPENSES. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expense under community facility lease; (d) expenses declared common expenses by the provision of this Declaration or the By-Laws; and (e) any valid charge against the condominium as a whole.

2.9 COMMUNITY FACILITIES. Community facilities means and includes the facilities provided under the community facility lease.

2.10 CONDOMINIUM PROPERTY. Condominium property means and includes the land and all improvements thereon and all easements and rights of way appurtenant thereto intended for use in connection with the condominium.

2.11 REASONABLE ATTORNEY'S FEES. Reasonable attorney's fees means and includes reasonable fees for the services of attorney at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

2.12 SINGULAR, PLURAL GENDER. Whenever the context so permits, the use of the singular shall include the plural and the plural, the singular and the use of any gender shall be deemed to include all genders.

2.13 UTILITY SERVICE. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include but not limited to electric power, water, and sewage disposal.

3. DEVELOPMENT PLAN. The condominium is described and established as follows:

3.1 PLAT PLANS AND FLOOR PLANS. A survey of the land showing the same, private streets, certain easements, the apartment buildings, and other improvements placed thereon is attached hereto as Exhibit "B". An affidavit of the surveyor is attached hereto as Exhibit "C".

3.2 EASEMENTS. Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) UTILITIES. As may be required for utility service in order to adequately serve the condominium and to adequately serve the lands (other than the condominium property) previously, now or hereafter owned by the Developer which are adjacent to or in the vicinity of the condominium property; provided, however, easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing, by the apartment owner.

(b) PEDESTRIAN AND VEHICULAR TRAFFIC. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes but the same shall not give or create in any person the right to park upon any portions of the condominium property.

(c) ACCESS BY PRIVATE STREET. Ingress and egress to the land shall be by private streets and utility areas shown on the condominium plat for MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1 , as recorded in the Public Records of Pinellas County, Florida, and by such other streets as have been or may be reserved as easements as set out on recorded plats for other units to MARILYN PINES CONDOMINIUM APARTMENTS. All such private streets may service and be subject to use by other land in addition to the lands of the condominium. The cost to the condominium for the expense of maintenance and repair of such private streets is a common expense.

(d) CABLE TELEVISION RESERVATION BY DEVELOPER. The Developer hereby reserves to itself, its successors and assigns, the exclusive right to install, maintain and lease or sell cable television to those apartment owners desiring cable television on such terms as the Developer shall determine and Developer hereby reserves for itself such easements across the condominium property and into individual apartments as may be necessary and reasonable to carry out the intent of this paragraph.

(e) LAUNDRY FACILITIES RESERVED BY DEVELOPER. The Developer hereby reserves to itself, its successors and assigns, the exclusive right to install and maintain coin operated laundry and dry-cleaning equipment to be located in certain areas of the condominium common elements as set out on the survey attached hereto as Exhibit "B".

3.3 COMMUNITY FACILITY LEASE. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, as lessee, through its original board of directors and officers, for the recreation, enjoyment, use and other benefit of the apartment owners has acquired a non-exclusive long term leasehold interest in and to community facilities not upon the lands of the condominium. A signed original copy of said lease is attached hereto as Exhibit "H". It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the Association are officers and/or directors and/or stockholders of the Lessor under said lease and that such circumstance shall not and cannot be construed or considered as a breach of their duties to the Association or as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expres ion thereof executed by the board of directors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Pinellas County, Florida. Each present and future apartment owner, his heirs, successors and assigns and the Developer, as present owner of all of the apartments and condominium property, shall be bound by said community facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to (a) subjecting all his right, title and interest in his condominium parcel, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease, and creating, constituting, affirming and imposing such lien under Section 9 of said lease, ab initio, and anew against such owner's condominium parcel; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee; (c) 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 lease; (d) ratifying, confirming and approving each and every provision of said lease, and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. The provisions of this 3 shall be deemed to be declared a covenant running with the land of the condominium and shall, until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated. Said community facility lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security" which provides for liens on the leasehold interest of the lessee in the community facilities, on the assets of the Association and on the condominium property and condominium parcels, running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the lessee of each and every of the lessee's obligations thereunder. The acts of the board of directors and officers in

acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions, and amendments thereof which the board of directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment owner for all purposes provided in said community facility lease to do and perform each and every act and thing required of apartment owners in said lease and to consent to and execute any and all documents, if necessary to effectuate any and all of the provisions of said community facility lease. Whenever any of the provisions of said community facility lease, and this Declaration, shall be in conflict, the provisions of said community facility lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the community facility lease are hereby declared to be common expenses. Each apartment owner shall have the right to use, occupy and enjoy the community facilities through the Association, as lessee, subject to all of the provisions of said community facility lease, this Declaration, the By-Laws, and such rules and regulations which the Association and/or other may from time to time adopt.

3.4 MANAGEMENT AGREEMENT. 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 QUALITY MANAGEMENT CORPORATION entitled "Management Agreement". A signed original copy of said management agreement is attached hereto as Exhibit "G". Amendment or revision of such management 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 Manager with the formality required for deed and duly filed among the Public Records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said management 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 management agreement; (c) ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof, including manager's fee, are reasonable; and (d) agreeing that the person 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 the officers of the Association are owners of some or all of the stock of QUALITY MANAGEMENT CORPORATION and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible ground to invalidate the management agreement in whole or in part. The management 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, approved and adopted.

3.5 APARTMENT BUILDINGS. The condominium includes two (2) apartment buildings consisting of one of one (1) floor and one of two (2) floors, with a total of thirty-four (34) apartment units.

3.6 OTHER IMPROVEMENTS. The condominium includes automobile parking areas and landscaping areas located substantially as indicated upon said plat plan survey and which are a part of the common elements.

3.7 COMMON ELEMENTS. Common elements shall include everything contained within the definition thereof set forth in 2.7.

3.8 APARTMENT BOUNDARIES. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(1) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;

(2) Lower boundary - the horizontal plane of the lower surfaces of the floor slab.

(b) PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(1) Exterior Building Walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments.

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

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

(ii, When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half (1/2) the thickness of the thinner wall, and the boundary line shall thence run at a right angle to the plane of the center line of the thicker wall.

3.9 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If an apartment shall encroach upon any common element or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any apartment by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

3.10 AMENDMENT OF PLANS AND COMPLETION OF IMPROVEMENTS.

(a) ALTERATION OF PLANS. Notwithstanding any other provision of this Declaration, as to units which the Developer may own, the Developer shall have the right to change the location and exterior and interior design and arrangement of all such units and to alter the boundaries between units. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment of this Declaration.

(b) AMENDMENT OF DECLARATION. An amendment of this Declaration reflecting such alteration of plans by Developer need be signed and acknowledged only by the Developer and mortgagees who may be affected by such change and need not be approved by the Association, apartment owners, or other lienors, or any other person whomsoever.

4. THE APARTMENT BUILDINGS.

4.1 PLANS. One of the two apartment buildings has one floor and the other apartment building has two floors.

4.2 APARTMENTS. The apartments in the condominium buildings are identified and briefly described in the survey attached hereto. The location and boundary of each apartment in the apartment buildings are more particularly described in the survey attached hereto and made a part hereof as Exhibit "B"

4.3 APPURTENANCES TO EACH APARTMENT. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, which include but are not limited to the following items which are appurtenant to the several apartments, as indicated:

(a) AUTOMOBILE PARKING SPACE. The right to use for automobile parking only the parking space which may from time to time be attributed by the board of directors of the Association to an apartment, which attribution shall not be recorded among the public records. The board of directors may from time to time, should they determine there be a need, change the parking space attributed to an apartment, provided that an apartment always has a parking space. This provision is made in contemplation of the fact that from time to time one or more apartment owners may be under a physical disability which would require the attribution of a parking space more convenient to their apartments and to give the Association the power and flexibility to deal with such situations.

(b) COMMON ELEMENTS. The undivided share in the land and other common elements which is appurtenant to each apartment, which undivided share shall be the same percentage as the area each apartment bears to the total of all apartments. The percentage of such living area and ownership in the common elements being set forth in page 2 of the survey attached hereto as Exhibit "B".

(c) ASSOCIATION. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

(d) COMMUNITY FACILITIES. The right to use, occupy and enjoy community facilities set forth in Exhibits attached, subject to the provisions of the community facility lease, this Declaration, the By-Laws, and rules and regulations.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 COMMON ELEMENTS.

(a) BY THE ASSOCIATION. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) ALTERATION AND IMPROVEMENT. After the completion of the apartment buildings and the common elements thereof which are described in this Declaration, there shall be no alteration or further improvement of the common elements without prior approval, in writing, by the record owners of all apartments; provided, however, that any alteration or improvement bearing the approval in writing of record owners of not less than 75 percent (75%) of the common elements, may be done if the owners who do not approve are not assessed the cost thereof as a common expense. The share of any cost not so assessed shall be assessed to the approving owners of other apartments in the proportion which their shares in the common elements bear to each other. There shall be no change in the shares of rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributed to the cost thereof.

5.2 APARTMENTS.

(a) BY ASSOCIATION. The Association shall maintain, repair and replace as a common expense of the apartment buildings containing an apartment:

(1) All portions of the apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment buildings and all fixtures on the exterior thereof, boundary walls of the apartment, floors and ceiling slabs, loadbearing columns, and loadbearing walls, but shall not include screening, windows, exterior doors, glass, and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the buildings other than the apartment within which contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

(b) BY THE APARTMENT OWNER. The responsibility of the apartment owner shall include:

(1) To maintain, repair, and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

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

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

(c) ALTERATION AND IMPROVEMENT. Subject to the other provisions of 5.2, and which in all cases shall supersede and have the priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to the apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, awnings, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the board of directors of the Association, with compliance to all existing building codes.

5.3 ALTERATIONS AND IMPROVEMENTS - GENERAL. Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or the apartment buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the apartment building or impair any easement without

first obtaining approval in writing of owners of all other apartments in the apartment building and the approval of the board of directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

6. ASSESSMENTS. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 SHARE OF COMMON EXPENSE. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in Exhibits "D-1" and "D-2" attached hereto and made a part hereof, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

(a) DETERMINATION OF SHARE. The common expense to be paid by each apartment owner shall be calculated on the basis of the ratio of the square footage that each apartment bears to the square footage of all apartments in MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1 , as set forth in Exhibit "D-1", except, however, that during the first 2 years subsecuent to the date of this Declaration of Condominium the common expense to be paid by each apartment owner shall be as set forth in Exhibit "D-2".

(b) OWNERSHIP OF COMMON AREAS. The ownership of common areas in a particular condominium will be determined on the basis of the ratio of the square footage that each apartment bears to the square footage of all apartments in the condominium.

(c) RECREATIONAL BUILDINGS AND FACILITIES. The cost and expense of management, repair and maintenance of the recreational areas, including the building improvement and all personnel, the entrance amenities and the private streets in the plat of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1 during the first 2 years subsecuent to the date of this Declaration of Condominium shall be as determined by the developers and thereafter shall be calculated on the basis of the ratio of the square footage that each apartment bears to the square footage of all apartments in the condominium.

6.2 PAYMENTS. Assessments and installments thereon paid on or before five (5) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before five (5) days after the same is due shall bear interest until paid at the rate of eight (8) per cent per annum. All payments on account shall be first applied to late charges and then to the assessment payment first due. If any installment of an assessment be not paid on or before thirty (30) days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

6.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of

a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

7. ASSOCIATION. The operation of the condominium shall be by MARILYN PINES UNIT 1 ASSOCIATION, a non-profit Florida association, existing as a legal entity pursuant to Section 711.12, Florida Statutes.

7.1 POWERS. The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration and the By-Laws attached hereto as Exhibit "E", and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired, and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the board of directors or the membership of the Association.

7.2 BY-LAWS. The By-Laws of the Association are set forth in Exhibit "E" attached hereto and made a part hereof.

7.3 LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

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

8.2 COVERAGE.

(a) CASUALTY. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the board of directors of the Association. Such coverage shall afford protection against:

(1) LOSS OR DAMAGE by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such OTHER RISKS as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) PUBLIC LIABILITY in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) WORKMEN'S COMPENSATION Policy to meet the requirements of law.

(d) Such OTHER INSURANCE as the board of directors of the Association shall determine from time to time to be desirable.

8.3 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 INSURANCE TRUSTEE; SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to QUALITY MANAGEMENT CORPORATION, a Florida corporation as Trustee, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) COMMON ELEMENTS. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

(1) WHEN THE BUILDING IS TO BE RESTORED - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) WHEN THE BUILDING IS NOT TO BE RESTORED - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

8.5 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner.

(a) EXPENSE OF THE TRUST. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) CERTIFICATE. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

9.1 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) COMMON ELEMENT. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) APARTMENT BUILDING.

(1) LESSER DAMAGE. If the damage improvement is the apartment building and less than 90 per cent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, insurance companies or Massachusetts Business Trust holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) MAJOR DAMAGE. If the damaged improvement is the apartment building and 90 per cent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 51 per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, insurance companies or Massachusetts Business Trust holding first mortgages, upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(c) CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75 per cent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 RESPONSIBILITY. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 ESTIMATES OF COSTS. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) ASSOCIATION. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than $5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) INSURANCE TRUSTEE. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) ASSOCIATION - LESSER DAMAGE. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) ASSOCIATION - MAJOR DAMAGE. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than $5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) APARTMENT OWNER. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) SURPLUS. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) CERTIFICATE. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

10.1 APARTMENTS. Each apartment shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

10.2 COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

10.3 NUISANCES. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4 LAWFUL USE. No immiral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 SIGNS. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted in any part of the common elements or apartments. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartments it may from time to time own. The right is also reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.

10.6 EXTERIOR APPEARANCE. In order to maintain the architectural integrity and beauty of the buildings and improvements in MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1 , it is essential that the exterior appearances of the buildings be maintained in accordance with the architectural concepts in the planning of the buildings, and no clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any walls of an apartment or the apartment buildings and no awning, canopy, shade, window guard, curtain, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or screened areas or roof or any part thereof of any apartment without the prior written consent of the Association and the Developer. All permanent exterior doors (as distinguished from screen doors) from apartments to the common elements shall be kept completely closed except when in use for ingress or egress.

10.7 LEASING. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated.

10.8 REGULATIONS. Additional regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its By-Laws. The initial regulations which shall be deemed effective until amended by the Association are annexed hereto and made a part hereof as Exhibit "F". Any amendments thereto shall be recorded in the Official Records of Pinellas County, Florida, as amendments to said Exhibit. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

10.9 PROVISO. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and the common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1 TRANSFERS SUBJECT TO APPROVAL.

(a) SALE. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to an apartment owner.

(b) LEASE. No apartment owner may dispose of an apartment by lease without approval of the Association except to an apartment owner.

(c) GIFT. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) DEVISE OR INHERITANCE. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(e) OTHER TRANSFER. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2 APPROVAL BY ASSOCIATION. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) NOTICE TO ASSOCIATION.

(1) SALE. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) LEASE. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) FAILURE TO GIVE NOTICE. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) CERTIFICATE OF APPROVAL.

(1) SALE. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the Public Records of Pinellas County, Florida at the expense of the purchaser.

(2) LEASE. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Pinellas County, Florida at the expense of the lessee.

(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the Public Records of Pinellas County, Florida at the expense of the apartment owner.

(c) APPROVAL OF CORPORATE OWNER OR PURCHASER. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

11.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) SALE. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Pinellas County, Florida at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida at the expense of the purchaser.

(b) LEASE. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rulse of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten days following the determination of the sale price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Pinellas County, Florida at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement of purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the apartment owner.

11.4 MORTGAGE. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company, a savings and loan association, or other institutional type mortgage lendor, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 EXCEPTIONS. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to transfer or purchase by a bank, life insurance company, savings and loan association or other institutional mortgage lendor that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 SEPARATION OF INTERESTS. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space may be leased separate from the apartment to which it is appurtenant. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided, that such rights not so leased must be specifically retained by the lessor and may not be separately leased or assigned.

11.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 NOTICE OF LIEN OR SUIT

(a) NOTICE OF LIEN. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) NOTICE OF SUIT. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

(c) FAILURE TO COMPLY. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

12. PURCHASE OF APARTMENTS BY ASSOCIATION. The Association shall have the power to purchase apartments, subject to the following provisions:

12.1 DECISION. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

12.2 LIMITATION. If at any one time the Association be the owner or agreed purchaser of three (3) or more apartments, it may not purchase any additional apartments without the prior written approval of 75 percent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

12.3 RIGHTS OF DEVELOPER. Notwithstanding anything herein to the contrary, until January 1, 1977, or the earlier completion and sale of all apartments in MARILYN PINES CONDOMINIUM APARTMENTS (which includes apartments other than those in this condominium), in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

13. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, community facility lease and management agreement, and said documents and rules and regulations as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

13.1 ENFORCEMENT. The Association and manager are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any apartment at any reasonable time to make inspection, correction or compliance.

13.2 NEGLIGENCE. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any apartment or its appurtenances, or of the common elements or of the limited common elements.

13.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, community facility lease and management agreement, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

13.4 NO WAIVER OF RIGHTS. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENTS. Subject to the other provisions of the Declaration relative to amendment, this Declaration and By-Laws of the Association may be amended in the following manner:

14.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2 RESOLUTION. An amendment may be proposed by either the Board of Directors or by 75 per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and 75 per cent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

14.3 AGREEMENT. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Pinellas County, Florida.

14.4 PROVISO. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment owners or apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment; nor shall an amendment of this Declaration make any changes in Sections 2.7, 2.8, 2.9, 2.10, 3.2, 3.3, 7.1, or any other provisions of this Declaration or related provisions of the By-Laws in any way dealing with or relating to the community facility lease unless the Lessor under the said community facility lease shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

14.5 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

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

15.1 AGREEMENT. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by a bank, life insurance company or savings and loan association and by the Lessor under the community facility lease.

15.2 TOTAL DESTRUCTION OF THE APARTMENT BUILDINGS. If all of the apartment buildings as a result of a common casualty, be damaged within the meaning of 9.1(b) (2) and it not be decided as therein provided that such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association, including the community facility lease, subject to the provisions of the community facility lease and management agreement. The shares of such tenants in common shall be the same as were their shares of the common elements.

15.3 GENERAL PROVISIONS. Upon termination of the condominium, the mortgagor and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the condominium shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

16. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the rules and regulations of the Association, the community facility lease, management agreement, and any exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 23rd day of March, 1972.

QUALITY DEVELOPMENT CORPORATION OF FLORIDA

Witnesses:

By _____
Vice President

Attest: _____
Secretary

STATE OF FLORIDA )
COUNTY OF PINELLAS )

Before me the undersigned authority, personally appeared BLAIR W. CLARK and JOSEPH J. STRANGIS Vice President and Secretary, respectively, of QUALITY DEVELOPMENT CORPORATION OF FLORIDA, Developer herein, who acknowledged before me that they as officers of said corporation, executed this Declaration and affixed the seal of said 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 23rd day of March, 1972.

_____
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires SEPT. 21, 1973

That MARILYN PINES UNIT I ASSOCIATION desiring to organize under the laws of the State of Florida with its principal office as indicated in the By-Laws being in the City of St. Petersburg, County of Pinellas, State of Florida, has named BLAIR CLARK, located at 300 Building East, Suite 241, 300 - 31 Street North, St. Petersburg, Florida, County of Pinellas, as its agent to accept service of process within this state.

Having been named to accept service of process for the above stated Association at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Blair Clark

MARILYN PINES, UNIT I

A Condominium

All of the following described parcels of land in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida:

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East, and run North 0° 17' 15" East 1331.09 feet; thence run South 89° 21' 02" East 675.86 feet; thence run North 0° 38' 58" East 30.00 feet; thence run South 89° 21' 02" East 197.91 feet to a Point of Beginning; thence run North 0° 11' 25" East 100.00 feet; thence run South 89° 21' 02" East 80.00 feet; thence run South 0° 11' 25" West 100.00 feet; thence run North 89° 21' 02" West 80.00 feet to the Point of Beginning; and

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East, and run North 0° 17' 15" East 1331.09 feet; thence run South 89° 21' 02" East 675.86 feet; thence run North 0° 38' 58" East 30.00 feet; thence run South 89° 21' 02" East 337.91 feet; thence run North 0° 11' 25" East 100.00 feet to a Point of Beginning; thence run North 89° 21' 02" West 147.85 feet; thence run North 0° 13' 21" East 392.64 feet; thence run South 89° 18' 58" East 147.83 feet; thence run South 0° 11' 25" West 291.95 feet to the Point of Beginning; and

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East and run North 0° 17' 15" East 1331.09 feet; thence run South 89° 21' 02" East 675.86 feet; thence run North 0° 38' 58" East 30.00 feet; thence run South 89° 21' 02" East 277.91 feet to a Point of Beginning; thence run North 0° 11' 25" East 100.00 feet; thence run South 89° 21' 02" East 60.00 feet; thence run South 0° 11' 25" West 100.00 feet; thence run North 89° 21' 02" West 60.00 feet to the Point of Beginning.

Exhibit "A"

10' Easement N 89° 21'02" W

Scale - 1"= 40'

0 10 25 50 100

## LEGAL DESCRIPTION:

Commence at the Southeast corner of Southwest 1/4 of Section 12, Township 29 South, Range 15 East and run North 0° 17' 15" East, 1331.09 feet; thence run South 89° 21'02" East, 675.86 feet; thence run North 0° 38' 58" East, 30.00 feet, thence run South 89° 21'02" East, 197.91 feet to the Point of Beginning (P.O.B.). Thence run North 0° 11'25" East, 100.00 feet; thence run North 89° 21'02" West, 7.85 feet; thence run North 0° 13'21" East, 392.04 feet; thence run South 89° 18' 58" East, 147.63 feet; thence run South 0° 11' 25" West, 491.95 feet; thence run North 89° 21' 02" West, 140.00 feet to the Point of Beginning. Subject to a 10 foot easement along the East line.

LESS THE FOLLOWING DESCRIBED PARCEL FOR INGRESS AND EGRESS:
Commence at the Southeast corner of the Southwest 1/4 of Section 12, Township 29 South, Range 15 East and run North 0°17'15" East, 1331.09 feet; thence run South 89° 21'02" East, 675.86 feet; thence run North 0° 38'58" East, 30.00 feet; thence run South 89° 21'02" East, 270.91 feet to P.O.B No. 2, thence run North 0° 11' 25" East, 492.00 feet; thence run South 89° 18' 58" East, 25.00 feet; thence run South 0° 11' 25" West, 491.98 feet; thence run North 89° 21'02" West, 25.00 feet to the P.O.B. Subject to such easements as may be noted for utilities which are dedicated for the use of Quality Management Corporation, the power, phone, sanitary sewer, gas and water companies as they may require.

| No. of Bedrooms | APARTMENT NUMBER | Square Footage | % Lvg. Area Per Apt. | Total Lvg |
|---|---|---|---|---|
| 2 | 101, 116, 201, 216 | 1,124.72 | 3.574 | 14 |
| 1 | 102, 103, 106, 107, 114, 115, 202, 205, 206, 207, 214, 215, | 798.25 | 2.537 | 30 |
| 2 | 104, 105, 204, 205 | 1,033.68 | 3.285 | 13 |
| 1 | 110, 111, 210, 211 | 810.33 | 2.575 | 10 |
| 2 | 108, 109, 112, 113 208, 209, 212, 213 | 1,021.59 | 3.247 | 25 |
| 2 | 117 | 1,036.02 | 3.293 | |
| 1 | 118 | 802.36 | 2.551 | |

## SURVEYORS CERTIFICATE:

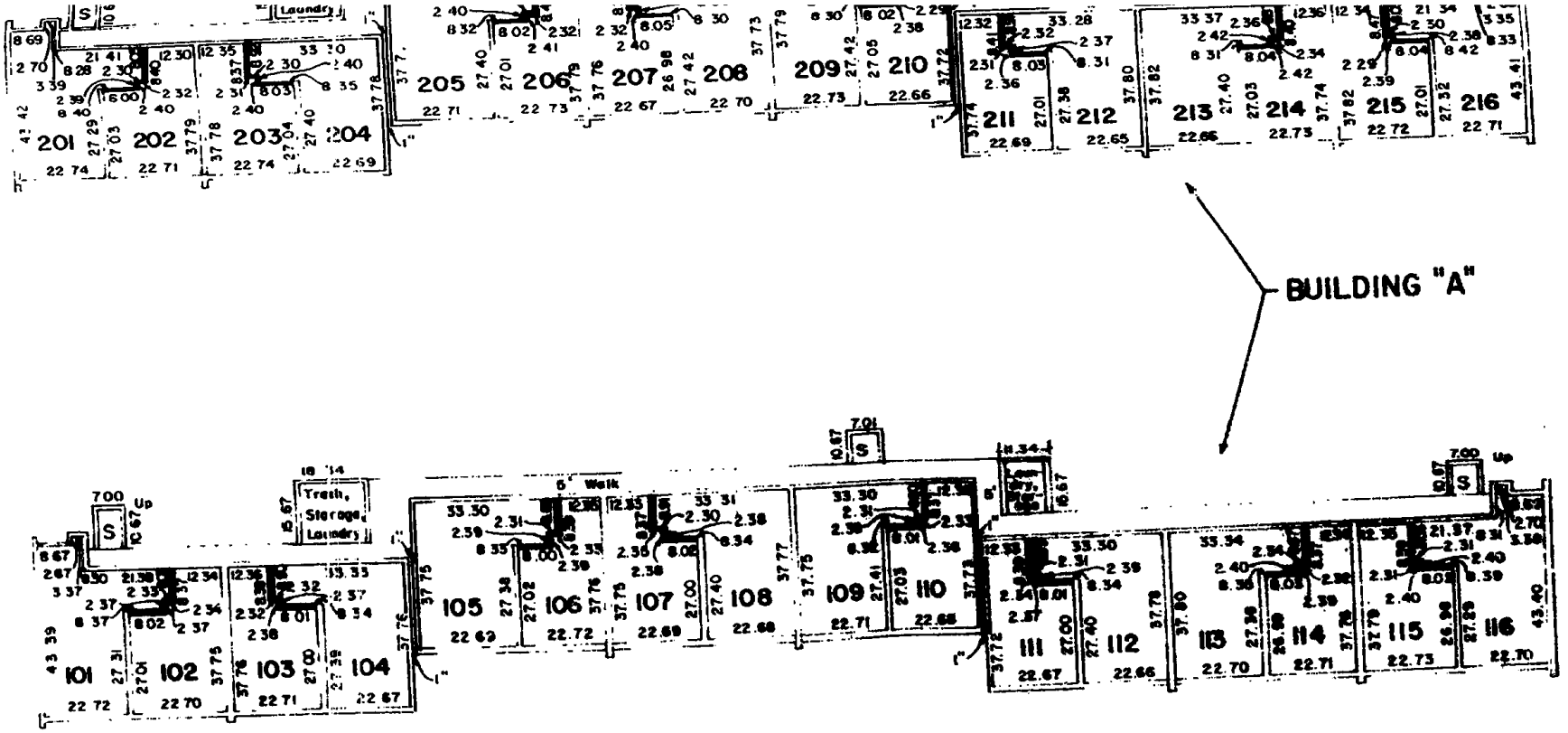
I, the undersigned, hereby certify that the descriptions and plans of the condominium sheet 2 of this drawing are a correct representation of the improvements described herei determined therefrom the identification, location, dimension and size of the common el

REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1938

RICHARD JOSEPH WERNER

Prepared by. HILBORN, WERNER, CARTER & ASSOC. INC.

EXHIBIT "B"


BUILDING "A"
201
202
203
204
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216
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
Laundry
Trash, Storage Laundry
Walk
Up

EXHIBIT "B"

# 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, Richard Joseph Werner, President of HILBORN, WERNER, CARTER & ASSOCIATES, INC., a Florida corporation, who, after being first duly sworn as required by law, deposes and says as follows:

I, Richard Joseph Werner, am a Registered Land Surveyor # 1938, authorized to practice in the State of Florida, and do hereby certify that from the survey, building plans, floor plans, maps, sketches; and together with the wording of the Declaration of Condominium of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT I, a Condominium, constitutes a correct representation of the improvements described as it now exists, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit in the MARILYN PINES CONDOMINIUM APARTMENTS, UNIT I, a Condominium.

And further affiant saith naught.

Richard Joseph Werner

Sworn to and subscribed before me this 15 day of MARCH, 1972.

Notary Public

My Commission Expires:

Exhibit "C"

MARILYN PINES, UNIT I

A Condominium

SHARE OF LAND AND OTHER COMMON ELEMENTS

A Condominium unit's share in the land and other common elements is and shall be as follows.

| Condominium Unit No. | Percentage Share |
|---|---|
| 101, 116, 201, 216 | 3.574 |
| 102, 103, 106, 107, 114, 115, 202, 203, 206, 207, 214, 215 | 2.537 |
| 104, 105, 204, 205 | 3.285 |
| 110, 111, 210, 211 | 2.575 |
| 108, 109, 112, 113, 208, 209, 212, 213 | 3.247 |
| 117 | 3.293 |
| 118 | 2.551 |

SHARE OF COMMON EXPENSES

A condominium unit's share of common expenses and common surplus is and shall be the same as the share of land and other common elements set forth above.

Exhibit "D-I"

MARILYN PINES CONDOMINIUM APARTMENTS UNIT I

INITIAL AMOUNT OF MONTHLY MAINTENANCE ASSESSMENT FOR EACH APARTMENT

| Condominium Unit No. | Monthly Maintenance Assessment |
|---|---|
| Building "A" | |
| 101 | $48.00 |
| 102 | 40.00 |
| 103 | 40.00 |
| 104 | 48.00 |
| 105 | 48.00 |
| 106 | 40.00 |
| 107 | 40.00 |
| 108 | 48.00 |
| 109 | 48.00 |
| 110 | 40.00 |
| 111 | 40.00 |
| 112 | 48.00 |
| 113 | 48.00 |
| 114 | 40.00 |
| 115 | 40.00 |
| 116 | 48.00 |
| Building "B" | |
| 117 | 48.00 |
| 118 | 40.00 |

EXHIBIT "D-2"

BY-LAWS

OF

MARILYN PINES UNIT 1 ASSOCIATION

1. IDENTITY. These are the By-Laws of MARILYN PINES UNIT 1 ASSOCIATION, hereinafter called "Association", a non-profit association formed pursuant to the authority granted under Florida Statutes, Chapter 711.12. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1963, as amended, called the Condominium Act in these By-Laws, which condominium is identified by the name of MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1 and located upon those lands set out in the Declaration of Condominium, which lands are situate in Pinellas County, Florida.

1.1 OFFICE OF ASSOCIATION. The office of the Association shall initially be located at 2060 Marilyn Street, Clearwater, Florida.

1.2 FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

1.3 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "non-profit" and the year of establishment.

2. MEMBERS.

2.1 QUALIFICATION. The members of the Association shall consist of all of the record owners of apartments.

2.2 CHANGE OF MEMBERSHIP. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument, thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 VOTING RIGHTS. The members of the Association shall be entitled to cast one vote for each apartment owned by them.

2.4 DESIGNATION OF VOTING REPRESENTATIVE. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner there.

2.5 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

2.6 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

3. MEMBERS' MEETINGS.

3.1 ANNUAL MEMBERS' MEETINGS. The annual members' meeting shall be held at 2060 Marilyn Street, Clearwater, Florida, at 3:00 p.m., Eastern Standard Time, on the third Friday in September of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous agreement of the members in writing. The first annual meeting shall be held in 1973.

3.2 SPECIAL MEMBERS' MEETINGS. Special members' meetings shall be held whenever called by a majority of the board of directors and must be called by such directors upon receipt of a written request from members entitled to case seventy-five percent (75) of the votes of the entire membership.

3.3 NOTICE OF ALL MEMBERS' MEETINGS. Notice of all members' meetings stating the time and place and the objects for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than 10 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

3.4 QUORUM. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournments thereof.

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

3.7 ORDER OF BUSINESS. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of directors.

(g) Unfinished business.

(h) New business.

(i) Adjournment.

3.8 PROVISO. Provided, however, that until the Developer of the condominium has completed and sold all of the apartments in the Marilyn Pines Condominium Apartments, Unit 1, or March 22, 1974, whichever shall first occur the proceedings of all meetings of the members of the Association shall have no effect unless approved by the board of directors.

4. BOARD OF DIRECTORS.

4.1 MEMBERSHIP. The affairs of the Association shall be managed by a board of not less than 3 nor more than 11 directors, the exact number to be determined at the time of election. After the Developer has completed and sold all of the apartments in Marilyn Pines Condominium Apartments (which includes apartments other than those of this condominium), or after March 22, 1974, whichever shall first occur, each director shall be a person entitled to cast a vote in the Association.

4.2 ELECTION OF DIRECTORS shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than 30 days prior to the annual meeting of members. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of the apartments of the condominium, or until March 22, 1974, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

4.3 TERM. The term of each directors' service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 ORGANIZATION MEETING. The organization meeting of a newly elected board of directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 REGULAR MEETINGS. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting.

4.6 SPECIAL MEETINGS. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than 3 days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 WAIVER OF NOTICE. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 QUORUM. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the board of directors, except where approval by a greater number of directors is required by the Declaration of Condominium or these By-Laws.

4.9 ADJOURNED MEETINGS. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 JOINDER IN MEETING BY APPROVAL OF MINUTES. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

4.11 PRESIDING OFFICER. The presiding officer of directors' meetings shall be the President. In the absence of the President the directors present shall designate one of their number to preside.

4.12 DIRECTORS' FEES. Directors' fees, if any, shall be determined by the members of the Association; provided, directors designated by the Developer shall never under any circumstances be entitled to directors' fees.

5. POWERS AND DUTIES OF BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

5.1 ASSESS. To make and collect assessments against members to defray the costs and expenses of the condominium.

5.2 DISBURSE. To use the proceeds of assessments in the exercise of its powers and duties.

5.3 MAINTAIN. To maintain, repair, replace and operate the condominium property.

5.4 INSURE. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

5.5 RECONSTRUCT. To reconstruct improvements after casualty and further improve the condominium property.

5.6 REGULATE. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

5.7 APPROVE. To approve or disapprove of the transfer, mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

5.8 MANAGEMENT CONTRACT. To contract for management of the condominium and to delegate to the contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or by these By-Laws to have approval of the board of directors or the membership of the Association.

5.9 ACQUIRE INTERESTS. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

5.10 ENFORCE. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the By-Laws and the regulations for the use of the property in the condominium.

5.11 PURCHASE OF APARTMENTS. To purchase apartments in Marilyn Pines Condominium Apartments, Unit 1, subject to the provisions of the Declaration of Condominium.

6. OFFICERS.

6.1 OFFICERS AND ELECTION. The executive officers of the association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

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

6.3 VICE PRESIDENT. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

6.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those kept by the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 TREASURER. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 COMPENSATION. The compensation of all officers shall be fixed by the members at their annual meeting. No officer who is designee of the Developer shall receive any compensation for his services as such.

6.7 INDEMNIFICATION OF DIRECTORS AND OFFICERS. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, at the time such expenses are incurred,

except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

7.1 ACCOUNTS. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) CURRENT EXPENSE. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) RESERVE FOR DEFERRED MAINTENANCE. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) RESERVE FOR REPLACEMENT. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

7.2 BUDGET. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.

7.3 ASSESSMENTS. Assessments against the apartment owners for their shares of the items of budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the board of directors.

7.4 DEPOSITORY. The depository of the Association will be such banks and/or savings and loan associations in Pinellas County, Florida, as shall be designated from time to time by the directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.5 FIDELITY BONDS. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

9. AMENDMENT. The By-Laws may be amended in the manner set forth in the Declaration.

10. COMMUNITY FACILITY LEASE. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, as lessee, through its original board of directors and officers, for the recreation, enjoyment, use and other benefit of the apartment owners has acquired a non-exclusive long term leasehold interest in and to community facilities not upon the lands of the condominium. A signed original copy of said lease is attached to the Declaration and made a part hereof. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the Association are officers and/or directors and/or stockholders of the Lessor under said lease and that such circumstance shall not and cannot be construed or considered as a breach of their duties to the Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the board of directors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Pinellas County, Florida. Each present and future owner of all of the apartments and condominium property shall be bound by said community facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including, but not limited to (a) subjecting all his right, title and interest in his condominium parcel, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease, and creating, constituting, affirming and imposing such lien under Section 9 of said lease, ab initio and anew against such owner's condominium parcel; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee; (c) 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 lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of the duties or obligations to the Association. The provisions of this 10 shall be deemed to be declared a covenant running with the land of the condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated. Said community facility lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security" which provides for liens on the leasehold interest of the lessee in the community facilities, on the assets of the Association and on the condominium property and condominium parcels, running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the lessee of each and every of the lessee's obligations thereunder. The acts of the board of directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to adopt and execute said lease and any renewals, revisions, and amendments thereof which the board of directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment owner for all purposes provided in said community facility lease to do and perform each and every act and thing required of apartment owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said community facility lease. Whenever any of the provisions of said community facility lease and this Declaration shall be in conflict, the provisions of said community facility lease shall be controlling. The expense of rental replacements, and other undertakings, as set forth in the community facility lease are hereby declared to be common expenses. Each apartment owner shall have the right to use, occupy and enjoy the community facilities through the Association, as lessee, subject to all of the provisions of said community facility lease, this Declaration, the By-Laws, and such rules and regulations which the Association and/or others may from time to time adopt.

11. MANAGEMENT AGREEMENT. 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 QUALITY MANAGEMENT CORPORATION entitled "Management Agreement". A signed original copy of said management agreement is attached hereto. Amendment or revision of such management 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 Manager with the formality required for deed and duly filed among the Public Records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purposes herein expressed including but not limited to: (a) adopting, ratifying, confirming and consenting to the execution of said management 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 management agreement; (c) ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof, including manager's fee, 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 the officers of the Association are owners of some or all of the stock of Quality Management Corporation 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 management agreement in whole or in part. The management 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, approved and adopted.

The foregoing were adopted as the By-Laws of MARILYN PINES UNIT 1 ASSOCIATION, a non-profit association, at the first meeting of the Board of Directors on March 23, 19 72.

Secretary

Approved:

President

## RULES AND REGULATIONS

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

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the association.

2. Apartment owners are reminded that alteration and repair of the apartment building is the responsibility of the Association except for the interior of apartments. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.

3. Each occupant shall maintain good condition and repair of his apartment and all internal surfaces within or surrounding his apartment unit; and maintain and repair the fixtures therein and to promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as, hallways, stairs, stairwells, landscaped and grassed area, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such area which shall be and remain free of obstructions.

4. Each apartment shall be used only for the purpose of single family residence of persons over the age of sixteen (16) years, and for no other purpose whatever; and each apartment occupant shall maintain his apartment in a clean and sanitary manner. The balconies, porches, terraces, exterior hallways, stairways and all common areas shall be used only for the purposes intended and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment, but no drying of laundry will be permitted outside of the occupant's apartment, excepting in the laundry rooms.

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

6. Use of the recreational facilities of the common elements will be in such manner as to respect the rights of other apartment owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general such use shall be prohibited between the hours of 11:00 P.M. and 8:00 A.M.

7. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the condominium property without the written consent of the association.

8. An owner may identify his apartment with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs, advertising or notices may be displayed except "for sale" or "for rent" signs approved by the Association and signs for the developer pending construction and sale of the condominium apartments.

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

10. All apartments shall be carpeted except in bathrooms and kitchens.

11. Pets shall not be allowed in the condominium except as follows:

(a) Apartment owners may have 1 dog or 1 cat provided the weight of such dog or cat does not exceed 5 pounds and provided they are confined to the owner's apartment and when taken out on leash are walked only in areas designated by the Association for such purposes.

(b) No other pets may be kept in the condominium unless such pet is confined to the owner's apartment and is a type of pet which would normally be so confined.

(c) No pet may be kept which causes any annoyance of any kind to neighboring apartment owners.

12. The management personnel and staff are compensated adequately and no gratuities are to be given to them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

The foregoing Reulgations are subject to amendment and to the promulgation of further regulations in the manner provided by the Declaration of Condominium.

MANAGEMENT AGREEMENT

THIS AGREEMENT, Made this 23 day of March, 1972, by and between MARILYN PINES UNIT 1 ASSOCIATION, a non-profit association, hereinafter called "Association" and QUALITY MANAGEMENT CORPORATION, a Florida corporation, hereinafter called "Manager".

W I T N E S S E T H :

WHEREAS, the Association is the Association for MARILYN PINES CONDOMINIUM APARTMENTS, UNIT 1, a condominium, hereinafter called the "Condominium" and by its Declaration of Condominium and By-Laws is vested with certain powers and charged with certain duties relative to the operation of the condominium; and

WHEREAS, the lands of the Condominium and the apartment buildings and other improvements thereon, as described in such Declaration of Condominium, are a part of a contemplated communal multi-apartment house complex development commonly known as "Marilyn Pines Condominium Apartments" which will contain numerous apartment buildings and private recreational facilities known as "Marilyn Pines Community Facilities"; and

WHEREAS, the Association and the Condominium have certain rights in Marilyn Pines Community Facilities under a lease as to the same and have made certain undertakings in common with and for the benefit of others possessing or to possess similar rights; and

WHEREAS, in its lease as to Marilyn Pines Community Facilities the Association has covenanted to and for the benefit of present and future other lessees of Marilyn Pines Community Facilities that it will be administered and managed by a common manager and the Manager herein is so named; and

WHEREAS, it is contemplated that the owners or other appropriate parties in interest as to other parcels in Marilyn Pines Condominium Apartments will similarly contract for the services of the Manager; and

WHEREAS, the extent of the lands and the improvements of the Condominium and the complexity and burden of the duties and responsibilities of the Association require the employment of a manager; and

WHEREAS, the orderly and uniform administration, maintenance, appearance, upkeep and management of all of Marilyn Pines Condominium Apartments, as an entity, is necessary and essential for the promotion and preservation of the communal nature of Marilyn Pines Condominium Apartments and the protection of property values therein, including the value of apartments in the Condominium, it is

NOW, THEREFORE, in consideration of the foregoing premises and the premises and covenants herein made, agreed by and between the parties, as follows:

1. Definitions. The terms used herein shall have the meanings set forth in the Association's Declaration of Condominium unless the context otherwise requires.

2. Employment. The Association does hereby employ the Manager as the exclusive manager of the Condominium property and the Manager hereby accepts employment.

3. Term. Unless sooner terminated, as elsewhere herein provided, this agreement shall be in effect from the date hereof through March 22, 1997, and thereafter shall continue to renew itself for ten (10) year periods unless a party hereto shall give the other written notice of termination not less than six (6) months prior to the date of renewal. Termination of the Association and/or the condominium shall not terminate this agreement but shall so operate to make each apartment owner a signatory to it in place and in stead of the Association.

4. Powers and Duties of Manager. The Manager, to the exclusion of all persons including the Association and its members, shall have all the powers and duties of the Association as set forth in its Declaration of Condominium and its By-Laws (except such thereof as are specifically required to be exercised by its directors or members) and its lease as to the Marilyn Pines Community Facilities. Amongst such powers and by way of illustration and not of limitation, the Manager shall:

4.1 Confer. Confer freely and fully with the Association's directors when so requested by them in connection with the performance of its duties. The association shall give sufficient notice of and invite the Manager to attend all of the Association's directors', members' and committees' meetings.

4.2 Employees. Select, employ, supervise, direct and discharge, in its absolute discretion, in its name and/or in the name of the Association, as the Manager shall determine, such persons as it may require to fulfill its duties hereunder.

4.3 Collect Assessments. Collect all regular and special assessments from the Association's members. The Association hereby authorizes the Manager to request, demand, collect, receive and receipt for any and all assessments and charges which may be due the Association and to take such action in the name of the Association by way of making, recording, satisfying, foreclosing the Association's lien therefor, or by way of other legal process or otherwise as may be required for the collection of such assessments. As a standard practice, the Manager shall furnish the Association with an itemized list of all delinquent accounts immediately following the 25th day of each month.

4.4 Repairs and Maintenance. Cause the grounds, lands, appurtenances and those portions of the common elements and limited common elements of the Condominium to be maintained and repaired by the Association as set forth in the Declaration to be maintained and repaired, including landscaping, relandscaping, pool maintenance and repair, elevator maintenance, painting, roofing, cleaning and such other normal maintenance and repair work as may be necessary.

4.5 Laws. Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions, subject to the limitations set forth in 4.4.

4.6 Purchase. Purchase equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Condominium, as aforesaid. Purchases shall be made in the name of the Manager, or in its discretion, in the name of the Association. When making purchases, the Manager shall make reasonably effort to obtain the best price available, all factors considered, and shall disclose to the Association all discounts, commissions or rebates.

4.7 Insurance. Cause to be placed or kept in force all insurance required or permitted in the Declaration of Condominium to be kept or placed by the Association; to act as agent for the Association, each apartment owner and for each owner of any other insured interest to adjust all claims arising under insurance policies purchased by the Association; to bring suit thereon in the name of the Association and/or other insureds and

deliver releases upon payment of claims, to otherwise exercise all of the rights, powers and privileges of the Association, and each owner of any other insured interest in the condominium property as an insured under such insurance policies; to receive in behalf of the Association all insurance proceeds under minor losses, payable to the Association under its Declaration of Condominium.

4.8 Association's Records. Maintain the Association's minute books, membership lists, give notice of membership and directors' meetings, and maintain all financial record books, accounts and other records required to be kept by the Association, by the Condominium Act, its Declaration of Condominium or its By-Laws; issue certificates of account to members, their mortgagees and lienors without liability for errors. Such records shall be kept at the office of the Manager and shall be available for inspection at all reasonable times by the Association's directors but not its membership generally. As a standard procedure, the Manager shall render to the Association a statement of its receipts and accounts for each calendar year no later than the April 1st next thereafter. The Manager shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Association shall have the right to an external independent audit provided the costs for the same and the employment of such auditor be by the Association directly and not through the Manager and the external independent auditor is acceptable to the Manager whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager. The Manager shall not be responsible for the maintenance or possession of books and records of the Association.

4.9 Manager's Records. Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards, to identify the source of all funds collected by it in its capacity as Manager and the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's directors not more frequently than once a calendar year. The Manager shall perform a continual internal audit of the Manager's financial records relative to its services as Manager of Marilyn Pines Condominium Apartments for the purpose of verifying the same but no independent or external audit shall be required of it. The Association shall have the right to an annual external independent audit provided the costs thereof and the employment of such auditor be by the Association directly and not through the Manager and the external auditor is acceptable to the Manager whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager.

4.10 Reserves. Establish reserves, both funded and unfunded, for the payment of any and all costs and expenses of the Association to be disbursed by the Manager hereunder. Should the Association itself decide to fund special reserve accounts, the Manager shall collect and account for such funds and disburse the same on the directions of the Association.

4.11 Funds. Deposit all funds collected from the Association's members or otherwise accruing to the Association, in a special bank account or accounts of the Manager, in banks and/or savings and loan associations in Pinellas County, Florida, with suitable designation indicating their source, separate from or comingled with similar funds collected by the Manager on behalf of other parcels in Marilyn Pines Condominium Apartments, as the Manager shall determine.

4.12 Weighting. Weight charges with regard to "costs" and "expenses" defined in 6.5 amongst the common elements and limited common elements, if any, of the Condominium, and between the Association and other parcels in Marilyn Pines Condominium Apartments managed by the Manager. Such weighting shall be determined by the Manager in the exercise of its reasonable discretion, taking into consideration the relative size of apartment buildings and the number of apartments contained therein. The parties recognize that the Manager will be performing services similar to the services performed under this agreement for extensive properties in Marilyn Pines Condominium Apartments other than the Condominium's and will be administering and operating the Marilyn Pines Community Facilities, and to require the Manager to cost account with regard

to each apartment building in the Condominium and between the Association and persons in interest as to other properties in Marilyn Pines Condominium Apartments managed by the Manager would substantially increase the costs of administration hereunder, the burden of which is the Association's in part. Accordingly, such costs and expenses as are general to all of Marilyn Pines Condominium Apartments managed by the Manager may within the Manager's discretion be averaged and each parcel managed by the Manager, and each apartment building of the Condominium, be charged on a weighted basis.

4.13 Marilyn Pines Community Facilities. Maintain, manage, supervise and direct Marilyn Pines Community Facilities, including all activities and programs therein carried on; establish and enforce rules and regulations concerning the use of such facilities, which rules and regulations shall be uniform as to all Lessees thereof; employ personnel; perform all of the Association's undertaking as Lessee thereof including its undertakings to the Lessor and to present and future other Lessees, as therein defined; and generally to do all things necessary and appropriate for the beneficial use of such facilities.

4.14 Budget. Prepare with the assistance of an accountant an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new year based upon the then current schedule of monthly assessments and taking into account the general condition of the Association and Condominium, which budget shall comply to the requirements of the By-Laws, together with a statement from the Manager outlining a plan of operation and justifying the estimates made in every important particular. Such budget shall be submitted to the Association in final draft at least forth-five (45) days prior to the commencement of the new year for which it has been made. The budget shall serve as a supporting document for the schedule of monthly assessments proposed for the new year. It shall also constitute a major control under which the Manager shall operate and there shall be no substantial variances therefrom except as may be sanctioned by the Association or for emergencies as elsewhere herein provided. By this is meant that no expenses may be incurred or commitments made by the Manager in connection with maintenance and operation of the Condominium, the Marilyn Pines Community Facilities, in excess of the amounts allocated to the various classifications of expense in the approved budget without prior consent of the Association except that, if necessary because of a lack of sufficient time to obtain such prior consent, an overrun may be experienced provided it is brought promptly to the attention of the Association in writing. As to those elements of such budget which constitute an expense in connection with the Marilyn Pines Community Facilities, the Association shall be required to approve the same to the extent that other Lessees as to the Marilyn Pines Community Facilities bearing, as between themselves, fifty-one (51) percent or more of the expense of operations, shall do so.

4.15 Experts. Retain and employ attorneys-at-law, tax consultants, certified public accountants, health consultants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties and exercise its powers hereunder. The Manager shall retain an attorney-at-law and a certified public accountant on an annual and special fee basis and shall retain such other professionals and experts as it may hire on such basis as it deems most beneficial. The foregoing shall not be a limitation upon the right of the Association to employ such professionals and experts on its own account as it may desire but the employment of the same by the Association shall in no way effect the Manager's right to employ and continue the employment of the professionals and experts which it has or will employ nor shall the same in any way relieve the Association of its obligation to pay its share of the costs of professionals and experts retained by the Manager, as elsewhere herein provided.

4.16 Vending Machines. Install upon the premises of the Condominium and upon the premises of any other properties in Marilyn Pines Condominium Apartments managed by it and upon the Marilyn Pines Community Facilities, pay telephones and coin vending machines or coin operated equipment either owned or rented by the Manager for the use of the occupants of Marilyn Pines Condominium Apartments. The costs of all electricity, gas, water and other utilities in connection with the operation of such vending machines shall be the expense of the Association. The profits, if any, from the operation of such machines, shall belong to the Manager.

4.17 Access. Have access to the common elements and limited common elements, if any, of the condominium at all times and, further, access to each apartment unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any common element or limited common element, if any, contained therein or accessible therefrom, or for the making of emergency repairs therein necessary to prevent damage to the common elements, limited common elements, or any other apartment unit or units.

5. Assessments. Until the Association shall change the same, the monthly assessments of apartment owners shall be as set forth in the Exhibit attached. The Association agrees that it will not reduce such assessments so that the amounts produced thereby is less than the amounts necessary to pay all items set forth in 6. It is specifically understood that the Manager does not undertake to pay the same from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association shall be sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Association is insufficient to pay the same and to adequately fund reserves, the Manager shall so notify the Association in detail of that fact and request the Association to increase the monthly assessments. Failure on the part of the Association to do so within a reasonable time may, at option of the Manager, be construed as a breach of this agreement.

6. Application of Collections. All assessments and other revenues, if any, of the Association which the Manager shall collect shall be applied as follows:

6.1 Insurance. First, to the payment of premiums on insurance policies carried by the Association and the Manager.

6.2 Manager. Next, to the payment of the Manager of its fees as hereinafter set forth in 7.

6.3 Marilyn Pines Community Facilities. Next, to the payment of rent, taxes and insurance premiums and performance of such other of the Association's covenants as Lessee of Marilyn Pines Community Facilities, performable by the payment of money to the Lessor thereof, to the Lessor of Marilyn Pines Community Facilities.

6.4 Utilities. Next, to the payment of utilities supplied to the condominium as a whole but not the bills of individual apartments.

6.5 Balance. The balance shall be utilized, applied, disbursed and otherwise expended or reserved by the Manager to pay the costs and expenses of the services rendered by the Manager under this agreement. "Costs and expenses of services" as herein used is defined to include any and all cost or expense incurred by the Manager in the performance of any of its duties or the exercise of any of its powers. By way of illustration and not of limitation said costs and expenses of services shall include:

(a) Marilyn Pines Community Facilities. The Association's share, as determined by the provisions of its lease, of the upkeep, maintenance, repair, refurbishing, reconstruction, utilities, administration, programs, personnel and operation of Marilyn Pines Community Facilities.

(b) Private Roads. The Association's pro rata share of the cost of maintenance and upkeep, including repaving, landscaping and relandsceping of the private roads and planting areas.

(c) Condominium Lands and Buildings. Costs attributable to the maintenance, repair and upkeep of the condominium's lands, apartment buildings and appurtenances.

(d) Materials and Supplies. The Association's pro rata share of all office machinery, motor vehicles, tools, equipment, goods, wares, materials and supplies of every nature and description required by the Manager in and about the performance of its services or necessary for the utilization and enjoyment of the Marilyn Pines Community Facilities and the private roads.

(e) Manager's Overhead and Expense. The Association's pro rata share of all of the Manager's overhead expense including but not limited to insurance, personnel costs, transportation and fees of attorneys-at-law, certified public accountants and other professionals and experts employed by the Manager hereunder.

The pro rata share of the Association referred to in (b), (d) and (e) above, shall be that share of the same as the number of apartment units upon the lands of the condominium bears to the total number of units in Marilyn Pines Condominium Apartments managed by the Manager.

7. Manager's Compensation. It is specifically understood and agreed that the Manager shall perform all of the services required of it hereunder at no cost or expense whatever to itself but solely at the cost and expense of the Association and/or others, as elsewhere herein provided. As compensation, fee or profit for its services hereunder the Manager shall receive a net fee, free of all charges and expenses, of Two Dollars ($2.00) per unit per month for the first two years, and thereafter ten (10) percent of the assessments of every kind of the Association except that the total of such assessments shall be reduced by the Association's share of the costs and expenses of the Manager in the employment of certified public accountants and attorneys-at-law to the end and extent that the Manager shall not directly or indirectly recover any compensation, fee or profit on the charges and fees of such professionals.

8. Apartments. This agreement does not contemplate nor is the Manager responsible for or required to perform the upkeep and repair of the property of the Condominium, the responsibility for which under its Declaration is that of an apartment owner. However, the Manager may, in its absolute discretion, perform such maintenance and repair services of an apartment as are required by an apartment owner as an accommodation to the Association or to such apartment owner and charge such apartment owner who shall have requested said service of the Manager a reasonable charge therefor.

9. Offices and Facilities. So long as the Manager shall manage any properties in Marilyn Pines Condominium Apartments, notwithstanding the prior termination of this agreement by expiration of time or otherwise, the Association, as a non exclusive Lessee of Marilyn Pines Community Facilities, has and does hereby give and grant unto the Manager the right to occupy, to the exclusion of the Association and all persons claiming through it, such portions of the Marilyn Pines Community Facilities as the Manager may from time to time reasonably require to provide offices and related facilities for the Manager's personnel, conduct of its business, and for storage of the Manager's materials and supplies, all without charge or expense of any nature or description to the Manager.

10. Interference. The Association shall not interfere nor permit, allow, or cause any of its officers, directors or members to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

11. Default

11.1 By the Association. If the Association or its members shall interfere with the Manager in the performance of its duties and exercise of its powers hereunder, or if the Association shall fail to promptly do any of the things required of it hereunder including but not limited to the assessment of its members in amounts sufficient to defray in full the Manager's costs and expenses as herein defined, and to otherwise pay all of the sums mentioned in 6, then the Manager, thirty (30) days after having given written notice to the Association of said default, by delivering said notice to any officer of the Association or in their absence, to any member of the Association, may declare this agreement in default unless such default be cured by the Association within

thirty (30) days after such notice. Upon default the Manager may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the Association for damages and/or such other rights and remedies as it may have. All of such rights of the Manager upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

11.2 By the Manager. Failure by the Manager to substantially perform its duties and obligations under this agreement for a continuous period of sixty (60) days after written notice of default from the Association, specifying the default complained of, shall be grounds for the Association's cancellation of this agreement.

12. Termination of Condominium. If the condominium shall be terminated in whole or if there shall be an exclusion of lands from the Condominium, then each of the apartment owners who shall thereby become a tenant in common or in some other capacity shall, as to his separate interest, be a party to this agreement and bound by the provisions hereof as if he were an original signatory to it and the Manager shall manage such interest pursuant to the provisions of this agreement as the nature of such interest and the context of this agreement shall permit.

13. Severability. If any section, subsection, sentence, clause, phrase or word of this agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein and the remainder of this agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included therein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and their seals affixed on the date first above written.

ATTEST:

Joseph J. Strangis
Secretary

ASSOCIATION

By Wm. W. Clark
President

ATTEST:

Joseph J. Strangis
Secretary

MANAGER

By Wm. W. Clark
President

COMMUNITY FACILITY LEASE

This lease, Made and entered into this 23rd day of March, 19 72, by and between QUALITY DEVELOPMENT CORPORATION OF FLORIDA, a division of Preferred Developers Corporation, a Minnesota corporation, herein called the "Lessor" and MARILYN PINES UNIT 1 ASSOCIATION, a Florida non-profit association, herein called "Lessee".

1. Demise.

1.1 Present. Upon the terms and conditions herein set forth and in consideration of the prompt and continuous performance by the Lessee of each and every of its covenants and promises herein made. the Lessor does let, lease and demise (but not exclusively so) unto the Lessee, and the Lessee does hereby lease (but not exclusively so) of and from the Lessor, the property, lying and being situate in Pinellas County, Florida, as more particularly set forth in Exhibit "H-1" attached hereto, all of which property together with its appurtenances, tenements and hereditaments and together with all improvements, buildings and structures now or hereafter placed thereon, and all furniture, furnishings, fixtures, machinery and equipment now thereon or hereafter brought or placed thereon or intended for use thereon, and all additions thereto and replacements thereof, is herein called the "demised premises".

1.2 Future. The Lessor reserves unto itself the right, from time to time, to make, at its own expense, additional improvements upon the lands originally demised in 1.1 and any lands added thereto. In making such additional improvements the Lessor, to the intent that the same may be conveniently possible, shall attempt to avoid interference with the Lessee's use of the then existing improvements but no act on the part of the Lessor in making further improvements shall be construed as a breach of the Lessor's covenant of quiet enjoyment or a breach of any other of the Lessor's covenants and promises herein set forth. Such additional improvements shall be a portion of the demised premises as if in existence as of the date of this lease.

2. Term. To have and to hold the same for a term commencing as of the date hereof to and including December 31, 2071.

3. Other Leases.

3.1 Notice. The Lessee is put on notice of other leases, if any, now in existence and recorded among the Public Records of Pinellas County, Florida, affecting the demised premises. The Lessee agrees that nothing in this lease contained shall require the Lessor to abate, cancel or terminate any of such other leases and Lessee specifically agrees that such leases as to the demised premises shall co-exist with this lease.

3.2 Lessor's Right to Make Additional Leases. At any and all times during the term of this lease and from time to time the Lessor may, or shall have the right to, further and additionally lease, let and demise the demised premises to "other lessees" without the consent of the Lessee, and all such other leases to "other lessees" shall be valid for all intents and the purposes therein expressed and neither the granting of such leases nor the creation of the leasehold estate therein from time to time shall invalidate this lease or reduce or abate the rental due under the terms of this lease from the Lessee to the Lessor called for in Section 6 of this Lease, nor give the Lessee the right to avoid any of its covenants, agreements or obligations to be performed hereunder, except to the extent specifically provided for in this lease. The term "other lessee" or "other lessees" for the purpose of this lease shall mean any person or persons, individually or collectively, real or corporate, or any combination thereof, who is at the time of the execution and delivery of such other lease the owner in fee simple or the lessee of any piece of parcel of real property contained within Marilyn Pines Condominium Apartments, Pinellas County, Florida, or the condominium association having responsibility

for the government and control of a condominium containing dwelling units constructed or existing in whole or in part upon real property contained within Marilyn Pines Condominium Apartments. Any and all leases made by lessor for the demised premises shall be in substantial conformity with this lease and shall convey the same rights and privileges to the use, occupancy and possession of the demised premises, subject, however, to the right of the lessor to charge different rent or rents to "other lessees" than that being charges to lessee under this lease.

3.3 Acts of Other Lessees. No default by any other lessee in the performance of any of its covenants and promises contained in its lease or any other act of omission or commission by any other lessee shall be construed or considered 1) as a breach by the Lessor of any of its promises and covenants in this lease made; or 2) as an actual, implied or constructive eviction of the Lessee from the demised premises by the Lessor or anyone acting by, through, under or for it; or 3) as an excuse, justification, waiver or indulgence by the Lessor to the Lessee of the "Lessee's prompt, full, complete and continuous performance of its covenants and promises herein.

4. Use of Premises.

4.1 Intention. The Lessee is the condominium association of a condominium known as Marilyn Pines Condominium Apartments, Unit 1, herein called "The Condominium". The lands demised herein are improved with a building and appurtenances and is equipped and furnished to provide for recreation and leisure time activities. In entering into this Lease, the Lessee as Association of the Condominium, has done so to make available, on a non-exclusive basis, the demised premises for the recreation, leisure time activity, health, use, benefit and enjoyment of the unit owners and/or occupants of the property of the Condominium during the term of this Lease.

4.2 Right to Use. The Lessee shall have the right to use, occupy and possess the demised premises on a non-exclusive basis in common with such other persons, real and corporate, who may be other lessee's of the demised premises.

4.3 Laws and Regulations. Use of the premises shall be subject to all laws, statutes, ordinances, rules and regulations of all appropriate governmental authority and/or agencies and the rules and regulations of the National Board of Fire Underwriters or in the event it shall terminate its present functions, then of any other body exercising similar functions. All uses shall likewise comply with the requirements of all policies of insurance in force with respect to the demised premises.

4.4 Prohibited Uses. The Lessee shall not use the demised premises for any illegal use or allow the use of the premises by any secret society, group, club or fraternity, or for any partisan political activity or any religious activity of a sectarian nature.

4.5 Persons Who May Use. The use and enjoyment of these premises shall be by all unit owners, their immediate families living with them, tenants of unit owners who are lawfully in residence and possession of the condominium parcel and such other persons as Lessee may determine shall have said rights. Such determination by Lessee must be in unanimous accord with all "other lessees" which have or may in the future lease said demised premises. In the event the owner of a condominium unit is a corporation or other association then that said owner shall be limited to only one of its officers, directors or employees and the families of such officer, director or employee having the right to the use of the demised premises.

5. Developer.

5.1 The Developer. The Lessor, its successors and assigns, herein, as the context requires, called "Developer", is the promotor and developer of apartment house complexes in Marilyn Pines Condominium Apartments.

5.2 Rights of Developer. Until the Developer shall have completed the development, promotion and sales of all living units to be constructed in Marilyn Pines Condominium Apartments, it shall have the following rights with regard to the demised premises, notwithstanding any other provisions of this lease to the contrary:

(a) Sales and Promotion. The right to use and occupy on a non-exclusive basis, the demised premises for the purpose of promoting and aiding in the sales or rentals of living units now on or to be constructed in Marilyn Pines Condominium Apartments. The Developer shall be entitled to maintain offices on the demised premises for sales personnel, demonstrate and display the premises to prospective purchasers or renters, maintain and keep signs, billboards and placards upon the premises and store, keep, exhibit and distribute printed, audio and visual materials on the premises and do such other things as the Developer may reasonably require to aid and assist in the promotion of Marilyn Pines Condominium Apartments. The exercise of such rights shall not reduce, abate, suspend or delay the Lessee's timely performance of its promises and covenants herein made.

(b) Rules and Regulations. Establish and promulgate rules and regulations, not inconsistent with any of the provisions of this lease, concerning the use of the demised premises, which shall be reasonable and uniform as to all lessees and which shall be binding upon the Lessee.

(c) Repair and Maintenance. Establish a program of repair and maintenance of the demised premises as defined in 7.4 including reserves therefor, perform or contract for the performance of repairs and maintenance, all for and at the cost and expense of the Lessee; perform or contract to be performed reconstruction, all for and at the cost and expense of the Lessee.

(d) Acts of Developer. No act of commission or omission by the Developer, in its capacity as such, shall ever be construed or considered: 1) as a breach by the Lessor of any of its promises and covenants in this lease made; or 2) as an actual, implied or constructive failure by the Lessor to deliver possession of the demised premises to the Lessee; or 3) as an actual, implied or constructive eviction of the Lessee from the demised premises by the Lessor of anyone acting by, through, under or for it; or 4) as an excuse, justification, waiver of indulgence by the Lessor to the Lessee's prompt, full, complete, and continuous performance of its covenants and promises herein.

6. Rent.

6.1 Amount. The amount of rent for each calendar year, that is, from and including January 1 through and including December 31 of each year during the terms of this lease shall be calculated on the basis of:
Twelve Dollars ($12.00) per month for 1 bedroom, 1 bath apartments, and
Sixteen Dollars ($16.00) per month for 2 bedroom, 2 bath apartments.
The rent for each calendar year shall be said monthly sum multiplied by twelve (12). If the rent shall first become due hereunder on a date other than January 1, the rent for the remainder of that calendar year herein called "partial year", shall be in the same proportion that such remainder bears to a whole calendar year.

6.2 When Due and Payable. Rent for a calendar year shall become due on January 1 of such year and shall be payable in twelve (12) equal monthly installments on the first day of each month during such year. Rent for a partial year shall be due on the first day of such partial year and shall be divided into as many equal installments as there are remaining months in such partial year and one such installment shall be payable on the first day of each of such months. If the Lessee shall fail to pay any installment of rent within ten (10) days of the day the same shall become due, the Lessor may elect to declare all past due installments of rent and all installments to become due during the remainder of such calendar or partial year, then due and payable in full as if such aggregate sum had originally been stipulated to so then become due and payable in full.

6.3 Adjustment to Cost of Living. Rent for each calendar year provided to be paid under 6.1 is based upon the cost of living for the month of January, 1972, as reflected in the "Consumers Price Index, United States Average All Items and Food", published in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor and is herein called "basic rental". The basic rental shall never be less than as set forth in 6.1 and once increased pursuant to the provisions of this section, shall never thereafter be decreased. Subject to the foregoing, the basic rental shall be adjusted in the following manner to reflect increases in the cost of living as set forth

in said Index, or, if there be no such Index, then by the most nearly comparable successor to the Index, adjusted to the January, 19 72, base. Increase in basic rental shall be computed and be due on April 1, 19 77, and on the first day of April of each and every five (5) years thereafter, each of which dates is herein called a "computation date". Each increase shall be in effect commencing from the computation date until the end of the term unless further increased at a subsequent computation date. The amount of increased rental shall be arrived at by multiplication of the basic rental by a fraction of which the numerator shall be the Index number for the December first preceding such computation date and the denominator shall be the Index figure for January, 19 72. The increase in the basic rental so obtained shall be payable, together with the basic rental. If there be no Consumers Index or comparable successor thereto, then the increase contemplated herein shall be established by arbitration as elsewhere herein provided.

6.4 General Provisions. All rent shall be payable in current legal tender of the United States of America as the same is constituted by law at the time when rent becomes due. Rent shall be payable at such place or places as the Lessor shall from time to time direct in writing. Extensions, indulgences or changes by the Lessor in the manner or time of payment of rent upon any occasion shall not be construed as a waiver, indulgence or change upon any subsequent occasion.

7. Obligation of Lessee to Pay Taxes, Insurance Premiums, Utilities, and Repair and Maintain Premises.

7.1 Taxes.

(a) Generally. The Lessee covenants and agrees to pay to the Lessor, no later than five (5) days after the same shall become payable, all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, all of which are herein called "impositions", which are assessed, levied, confirmed, imposed or become a lien upon the demised premises, during the term of this lease, which become payable during the term of this lease; provided, however, that if any such imposition is payable or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such imposition), Lessee, if so agreed by all other lessees of the demised premises, may pay the same (and any accrued interest on the unpaid balance of such imposition) to the Lessor in installments no less than forty-five (45) days before the same respectively become due.

(b) Proviso. Nothing in this lease shall require the Lessee to pay any franchise, corporate, estate inheritance, succession, capital levy or transfer tax of the Lessor, or any income, profits or revenue tax, or any other imposition upon the rent payable by the Lessee under this lease (except use taxes due the State of Florida). Provided, however, that if at any time during the terms of this lease under the laws of any political entity or subdivision thereof, a tax or excise on rents is levied or assessed against the Lessor as a substitution in whole or in part for taxes assessed or imposed by such political entity or subdivision thereof on land and buildings and personality, the same shall be deemed to be included with the term "imposition" and the Lessee covenants to pay and discharge such tax or excise on rent.

7.2 Insurance Premiums. The Lessee covenants and agrees it will pay to the Lessor, at least ten (10) days before the same shall become due, the premiums for insurance policies which the Lessee is obligated to carry under the terms of this lease.

7.3 Utilities. The Lessee shall make deposits for and pay all bills and charges for all utilities and services used in and about the demised premises including water, sewage, gas, electricity and telephone.

7.4 Repairs and Maintenance. The Lessee covenants that at its sole cost and expense it will take good care of the demised premises, particularly as the same is defined in 1, and repair and maintain the same in the same excellent condition as when new. The term "repair" shall include replacements or renewals

when necessary to all items of furniture, fixtures, furnishings, machinery and equipment and all such repairs, replacements and renewals shall be at least equal in quality and class to the original. Air conditioning, pool equipment and machinery shall be regularly serviced and maintained under service contracts. The Lessee shall keep and maintain all portions of the demised premises in clean and orderly condition, free of accumulation of dirt and rubbish and pest infestation. All buildings, structures and improvements, furniture, furnishings, fixtures, machinery and equipment now or hereafter placed or brought, or intended for use upon the demised premises shall be a part thereof and thereby the property of the Lessor, without payment therefor by the Lessor and shall be surrendered to the Lessor upon the expiration or earlier termination of this lease without cost or charge to the Lessor. The Lessee shall not change the design, color, materials or appearance of the improvements now or hereafter placed upon the demised premises, or any of the furniture, furnishings, fixtures, machinery or equipment contained therein without the Lessor's approval.

7.5 Lessor's Option. Notwithstanding anything contained in 7.1 and 7.2 the Lessor shall have the right to require the Lessee to pay to the Lessor on the first day of each month during the term hereof, or such portions thereof as the Lessor shall determine, the premiums for insurance which will next become due and payable, plus taxes (impositions) next due on the demised premises (or as reasonably estimated by the Lessor, notice of which shall be given to the Lessee), less all sums already paid therefor, divided by the number of months to elapse, one month prior to the date when said premiums and taxes (impositions) shall become payable.

8. Commencement of Obligation of Lessee to Perform Its Covenants Under 6 and 7. The Lessee shall be obligated to perform each and every of its promises and covenants, other than those set forth in 6 and 7, as of the date of this lease. With regard to its promises and covenants set forth in 6 and 7, the date of commencement of the Lessee's obligation to pay and perform the same shall be determined in accordance with the further provisions of this 8.

8.1 Immediate Commencement. If at the time of executing this lease, all of the apartment building or buildings referred to in the Declaration of Condominium of the Condominium have been completed, the Lessee shall commence payment and performance of its promises and covenants under 6 and 7 as of the date of this lease.

8.2 Deferred Commencement. If all the apartment buildings referred to in the Declaration of Condominium of the Condominium shall not have been fully completed as of the date of this lease, then the Lessee's obligation to perform and pay its promises and covenants under 6 and 7 shall commence on the first day of the month nearest the date of completion of such apartment building, if only one building is to be built in the condominium or the completion of the first building if more than one building is to be completed in the condominium. Completion shall be defined as substantial completion evidenced by a certificate of occupancy or by a certificate of a supervisory architect working with the developer.

8.3 Proviso. Notwithstanding anything in 8.1 and 8.2 to the contrary, if the Lessee shall fail to commence and continue the payment and performance in full of each and every of its covenants contained in 6 and 7 within eighteen (18) months from the first day of the month next succeeding the date of this lease, then upon the expiration of said eighteen (18) month period the Lessor may, at its option, terminate this lease and, upon the exercise of such option by the Lessor, this lease shall be null and void and each of the parties shall be released from their obligations hereunder except those which shall have accrued against the Lessee and shall not have been waived or deferred under 8.2.

9. Security. For the purpose of securing unto the Lessor the payment of rent, taxes and insurance premiums, and for the purpose of securing the performance of every and all of the covenants of the Lessee herein made for the use and benefit of the Lessor (and not another Lessee of the demised premises), the Lessee does hereby grant unto the Lessor the liens described in this section 9. The liens so described shall be cumulative and the Lessor may exercise one or some without waiving the others or may exercise all simultaneously.

9.1 Lessee's Interest. The Lessee does hereby give and grant unto the Lessor a continuing first lien paramount and superior to all others upon any right, title and interest of the Lessee in and to this lease and the demised premises.

9.2 Lessee's Assets. The Lessee does hereby give and grant unto the Lessor a continuing first lien paramount and superior to all others including unit owners, upon its assets and common surplus.

9.3 Condominium Property. The Lessee hereby does give and grant unto the Lessor a continuing lien in the nature of a mortgage upon all of the condominium property described in the Declaration of Condominium of the Condominium, its appurtenances, improvements, buildings now or hereafter placed thereon, all furniture, fixtures, furnishings, machinery and equipment now or hereafter placed, kept or used in and about the common elements and/or limited common elements thereof, all condominium units and condominium parcels of the condominium and all fixtures and equipment now or hereafter contained or placed upon any condominium parcel or unit, including air conditioners, stoves, ranges, refrigerators, hot water heaters, and dishwashers, which lien shall be prior and superior to all other liens and encumbrances except institutional first mortgages against single condominium parcels or units. The Lessor, as present owner of all condominium parcels of the Condominium, does hereby consent to the imposition of such lien and does hereby ratify, confirm and approve the same. Notwithstanding the present identity and sameness of the Lessor and the present owner of all the condominium property, such lien and ownership rights shall exist separate, independent and apart from each other, and there shall be no merger of such interests. Each person, firm and corporation upon acquiring any fee simple or other interest in a condominium parcel, upon and by reason of the event of acquisition, shall have reimposed, ab initio and anew, the lien rights against such condominium parcel and the Condominium property herein granted the Lessor. This lien shall secure the payment of all monies due the Lessor hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals the Lessor shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs.

9.4 Foreclosure Not Termination. The foreclosures or other actions to enforce the liens herein provided shall not be considered or construed as a termination or cancellation of this lease or operate as an extinguishment of such liens, except such liens shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or such other action.

9.5 Rights of Institutional First Mortgagees. An institutional first mortgage referred to herein shall be a mortgage upon a single condominium parcel originally granted to and owned by a bank, savings and loan association or insurance company or through their respective loan correspondents, intended to finance the purchase of a condominium parcel, or its refinance, or secure a loan where the primary security for the same is the single condominium parcel involved.

(a) Subordination by Lessor. The Lessor does hereby agree to subordinate its lien under 9.2 and 9.3 to the lien of any institutional first mortgage against a single condominium parcel and will execute an instrument of subordination or join in the execution and delivery of a mortgage (provided it does not assume or become obligated to perform any of the covenants of the mortgagor therein) as the mortgagee may require.

(b) Foreclosure by Institutional First Mortgagee. If an institutional first mortgagee shall foreclose its mortgage against a condominium parcel and obtain title to the same by public sale held as a result of such foreclosure suit, or should such institutional first mortgagee acquire title by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall continue to hold the title to said condominium parcel, the rent provided under 6.1 above shall be reduced to the extent as if such condominium parcel did not exist. Said institutional first mortgagee shall receive the benefit of such reduction in rent by credit against its portion of the common expenses of the condominium of which the Lessee is the association. The same shall not reduce or abate any other of the promises and covenants of the Lessee herein. The foreclosure of an institutional first mortgagee's lien shall not

operate as an extinguishment of this lease in while or in part or as a termination of the Lessor's lien, as aforesaid, as against the entire condominium property or the condominium parcel so foreclosed. Upon an institutional first mortgagee conveying its title to the condominium parcel so acquired by it, the foregoing abatement of rent shall immediately cease and terminate.

9.6 Automatic Subordination to Certain Institutional First Mortgages. The Lessor has and does hereby subordinate its lien under 9.2 and 9.3 above to the lien of each and every mortgage lien against a condominium parcel as to the condominium of which the Lessee is the association, recorded in the Public Records of Pinellas County, Florida, within one (1) year from the date hereof wherein the mortgagee is a bona fide lending institution approved by the Lessor. The provisions of this section are self-operative.

9.7 Automatic Consent and Ratification of this Lease by Unit Owners and Others. Each and every person, whether real or corporate, who shall take any interest whatsoever in or to the Condominium, any of the Condominium's properties, or in or to any condominium parcels or units in the Condominium after the recording of this lease, by acceptance, delivery or the recording of the deed, contract, grant, assignment or other instrument granting, conveying, or providing for such interest, or by the mere first exercise of the rights of uses granted herein, shall be deemed to consent to and ratify without further act being required, the provisions of this lease and especially the provisions of the entire Sections 9 and 10 to the same effect and extent as if such person or persons had executed this lease with the formalities required in deeds, for the purpose of subordinating and/or subjecting such person or persons' interests, in full, to the terms of this lease and granting, creating, constituting, affirming and imposing, ab initio and anew, the lien rights to the Lessor provided for in this lease.

10. Lessor's Rights to Assign and Encumber. The Lessor may freely assign or encumber in whole or in part all or any of its rights, title and interest in and to this lease and the demised premises.

11. Lessee's Right to Assign and Encumber. The Lessee shall have no right to mortgage or otherwise encumber any of its right, title and interest in and to this lease or the demised premises nor shall it have any right to assign the same or any part thereof except upon termination of the Condominium. The Lessee's interest in the leasehold created herein shall be distributed automatically to unit owners as an asset of the Lessee and the unit owners shall thereupon jointly and severally comprise the Lessee.

12. Eminent Domain.

12.1 As to Demised Premises.

(a) Total Taking. If during the term of this lease the entire demised premises shall be taken as a result of the exercise of the power of eminent domain, herein called "proceeding", this lease and all right, title and interest of the Lessee hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding and the Lessor shall be entitled to and shall receive the total award made in such proceeding and the Lessee hereby absolutely assigns such award to the Lessor.

(b) Partial Taking. If during the term of this lease less than the entire demised premises shall be taken in any such proceedings, this lease shall terminate as to the part so taken and the Lessor shall be entitled to and shall receive the total award made in any such proceeding and the Lessee hereby assigns such award to Lessor but the Lessee in such case covenants and agrees that at Lessee's sole cost and expense subject to reimbursement herein after provided, promptly to restore, repair and replace those portions of the buildings on the demised premises not so taken to complete architectural units and replace buildings totally taken for the use and occupancy of the Lessee as in this lease expressed. The Lessor agrees in connection with such restoration to apply or cause to be applied the net amount of any award or damage to the building or buildings on the demised premises that may be received by it in any

such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not, however, include the cost in any alteration, construction, change or improvement the Lessee may desire to make that is not necessary to restore that portion of the buildings not so taken to a complete architectural unit, it being understood that no alteration or change in the basic configuration of the improvement shall be made without the approval of the Lessor), and the said net award shall be paid out from time to time to the Lessee as such restoration and replacement progresses upon the written request of the Lessee accompanied by a certificate of an architect satisfactory to the Lessor that the work has been done in accordance with the plans and specifications and shall state the percentage of such work completed. Lessor shall have the right to withhold such sums as may be required in order to comply with the requirements of the mechanics lien statutes of the State of Florida.

(c) A Taking of Less Than Fee Simple Title. If all or any of the demised premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, the lease shall not terminate and the Lessee shall continue to perform and observe all of its covenants as though such taking had not occurred except only to the extent that it may be prevented from so doing by reason of such taking. In the event of such a taking, the Lessee shall be entitled to receive the entire amount of any award made for such taking whether paid by way of damages, rent or otherwise, reduced to the percentage thereof that the Lessee is then obligated to pay for repairs and maintenance under the provisions of 7.4 unless the period of governmental occupancy extends beyond the term of this lease, in which case the award between the Lessor and the Lessee, reduced as aforesaid, as of the date of the end of the term of this lease. The Lessee covenants that at the termination of any such governmental occupancy, it will, at its cost and expense, restore the improvements on the demised premises in as good condition as when new but the Lessee shall not be required to do such restoration work if on or prior to the date of such termination of governmental occupancy, the term of this lease shall have ended.

(d) Proration. In the event of the termination of this lease in full or as to any portion of the demised premises as a result of a total or partial taking by proceeding, the Lessee shall pay to the Lessor all rent and all other charges payable to the Lessee with respect to the demised premises or part thereof so taken justly apportioned to the date of taking.

12.2 As to the Lessee's Premises. If, during the term of this lease there shall be a taking of all or a part of the lands described in the Declaration of Condominium of the Condominium, the following shall apply:

(a) Certain Takings Not Included. Neither a taking of less than fee simple title nor a taking of ten (10) percent or less of the living units contained upon said lands immediately prior to the time of taking shall be construed or considered as a taking within the provisions of 12.2. For the purpose of this section 12.2, a taking of a living unit shall be a taking where at least sixty (60) per cent of the floor space thereof has been taken.

(b) Total Taking. If such taking shall involve the taking of all of the living units contained upon said lands immediately prior to the time of taking, this lease shall terminate, effective as of the date of taking.

(c) Partial Taking. If the taking be greater than described in 12.2 (a) and less than the taking described in 12.2 (b) above, the rent provided in 5.1 shall be reduced, effective as of the date of taking, as if the living units totally taken had never been included in the Condominium.

13. Destruction of Lessee's Improvements or Termination of Condominium of Which the Lessee is its Association. The destruction, alteration, demolition or non-use or condition of the improvements now existing upon the lands of the Condominium, or to be constructed thereon in accordance with its declaration, once completed, and any other structures which may hereafter be placed or put thereon, regardless of the nature or event which causes such destruction, alteration, demolition, or non-use, except a taking by eminent domain, as in 12 provided, shall not in any way reduce, abate or suspend the Lessee's promises hereunder nor shall the same effect a termination in whole or in part of this lease. A voluntary or involuntary termination of the Condominium shall not

terminate this lease, but upon termination of the Condominium all of the unit owners of the Condominium property, as unit owners or as tenants in common, or otherwise, shall automatically and by operation of this lease, jointly and severally constitute the Lessee hereunder and shall jointly and severally be obligated to perform each and every of the Lessee's covenants and promises and undertakings. Likewise, an exclusion of a portion of the lands of the Condominium, effectuated under the provisions of its declaration, if so provided, shall not terminate this lease but upon the exclusion of a portion the unit owners who thereupon become tenants in common or owners in other capacities of such excluded portion, together with this Lessee, shall jointly and severally constitute the Lessee hereunder and all of them, including this Lessee, shall be jointly and severally obligated to perform each and every of the Lessee's covenants and promises and undertakings. Upon a unit owner acquiring an interest in the Lessee's rights under this lease, whether by termination of condominium or exclusion of a portion of the lands, his rights hereunder may thereafter be assigned only if there then be no default in any of the provisions of this lease and only if such assignment be in connection with a sale, transfer or hypothecation of all of his rights in the property which was, prior to termination or exclusion, condominium property. Provided, however, that any first mortgagee being a bank, insurance company, or savings and loan association which has become or becomes a unit owner or tenant in common by foreclosure or deed in lieu of foreclosure, shall not be made liable or obligated in any way by the provisions of this section but the grantee of such mortgagee shall be fully liable and obligated hereunder. All of the provisions of the Declaration of Condominium of the Condominium relative to this lease, specifically including those relative to the Lessor's approval and consent with regard to voluntary termination of condominium and to amendment of the Declaration of Condominium are hereby declared to be an integral part of the consideration given by the Lessee to the Lessor for this lease. Notwithstanding anything contained in the Declaration of Condominium of the Condominium, it is specifically agreed that should a first mortgagee, being a bank, insurance company, or savings and loan association, become the owner of all of the units contained within the Condominium by foreclosure or deeds in lieu of foreclosure or combinations thereof, then in such case only, such mortgagee shall have the right to terminate the Condominium without the approval or consent of the Lessor.

14. Duty of Lessee to Assess and Pay. It shall be the duty of the Lessee to assess its unit owners in accordance with the Florida Condominium Act, its Declaration of Condominium and By-Laws in such amounts as shall be necessary to pay its obligations, payable in money to the Lessor hereunder, and to otherwise perform its covenants and promises herein.

15. Insurance. The Lessee shall at its sole expense throughout the term of this lease keep in force insurance policies as follows:

15.1 Public Liability. Comprehensive, general public liability insurance in which the Lessor, Lessee, and all other lessees as to the demised premises shall be named insureds, against claims for bodily injury, sickness or disease including death at any time resulting therefrom and for injury to or destruction of property, including the loss of use thereof arising out of ownership, maintenance, use or operation of the demised premises or any building or improvement or personality located thereon, without maximum limitations.

15.2 Property Insurance. Policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon the demised premises and all furniture, fixtures, machinery, equipment and furnishings now or hereafter brought or placed thereon insuring against loss by:

(a) Fire. Fire, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available; and

(b) Boiler. By boiler explosion, if boilers are now or hereafter located in the aforesaid buildings; and

(c) Other. To the extent required by the Lessor, war damage or damage by civil insurrection or commotion as the same may not be covered by other policies above referred.

The insurance required hereunder, shall be in an amount equal to the maximum insurable value, excluding foundation and excavation costs. In compliance with the foregoing, the Lessee shall furnish policies insuring actual replacement costs without deduction for depreciation and in such case the term "maximum insurable value" as used in the preceding sentence shall mean the actual replacement cost of the property required to be insured without deduction for depreciation. If policies insuring replacement costs are not available, then the said term "maximum insurable value" shall mean the actual cash value with due allowance for depreciation of the property required to be insured, to the extent insurance may be afforded under policies covered in that manner.

15.3 Generally. All insurance required to be carried under 15.1 and 15.2 shall be effected under policies written in such form and issued by such companies as shall be approved by the Lessor who shall not unreasonably withhold such approval. All policies required by Section 15.2 shall be for the benefit of the Lessor and mortgagees as to the demised premises, as their interest may appear, and shall be subject to such provisions as mortgagees of the demised premises may require.

16. Reconstruction and Repair. Upon the occurrence of any damage or total or partial destruction to any portion of the demised premises including improvements, buildings and structures, furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon, whether or not the casualty causing such damage be insured against, and whether or not, if insured, any proceeds are paid therefor, the Lessee, at its expense, shall repair and reconstruct, if necessary, any and all improvements, buildings and structures so damaged and replace or repair all personal property so damaged, so as to restore the same to first class condition. Such work shall be commenced no later than sixty (60) days after the occurrence of damage and shall be completed no later than ten (10) months after date of commencement. Lessor shall approve plans and specifications for reconstruction and replacement necessitated by any such destruction. Any and all insurance proceeds payable due to such destruction shall be paid over to the Lessor and the Lessor shall disburse said funds in accordance with the mechanic's lien statutes of the State of Florida and based on the certificate of Lessor's architect that work has been completed in accordance with such plans and specifications or by the receipt of a certificate of occupancy. Progress payments may be made by Lessor where such payments have been agreed upon by the Lessor and Lessee. Lessee's duty to pay rental payments to Lessor during such time of reconstruction and repair shall not abate due to such damage. Any and all insurance proceeds which may be obtained because of such damage shall become the sole property of Lessor.

17. Lessee's Covenants to the Lessor. None of the Lessee's covenants and promises, including by way of illustration and not limitation, its covenants to repair and maintain under 7.4 and its covenants to reconstruct and repair under 16 shall in any way be reduced, abated, suspended, or limited by reason of the fact that there are or may be other lessees as to the demised premises or that such other lessees have made similar or identical promises and covenants to the Lessor. Rather, the Lessee by itself, shall be responsible for the full performance of each and every promise and covenant on the part of the Lessee herein made. No failure on the part of any other Lessee to perform similar or identical covenants or promises contained in its lease with the Lessor or failure on the part of the Lessor to enforce the same shall operate as a waiver, extension or indulgence to this lease.

18. Covenants Between Lessees. This Lessee and each and every present and future other Lessee of the demised premises covenants and agrees with each other that each of them shall bear the burden of the performance of such of their covenants to the Lessor as may be identical amongst them (except of the covenants to pay rent). This Lessee and each and every present and future other Lessee

recognizes that the full and most beneficial use of the demised premises, because of the nature of the improvements, appurtenances, furnishings and equipment thereof, requires consolidated and coordinated administration. They do, therefore, covenant and agree with each other that the program conducted upon the demised premises and personnel involved therewith shall be subject to administration and direction by a common managing agent. This Lessee and every present and future other Lessee agree that such managing agent shall be Quality Management Corporation, a Florida corporation, provided that such managing agent may at any time be changed upon the agreement of all Lessees of the demised premises. The covenants contained in this section shall be construed as covenants by the Lessee running to the benefit of each and every present and future other Lessee of the demised premises and likewise, similar covenants made by present and future other Lessees shall be considered as covenants by them running to and for the benefit of this Lessee and every other Lessee. Such covenants may be enforced by any party in interest in its own name without joinder of the Lessor and a party successfully enforcing such covenants shall be entitled to the recovery of reasonable attorney's fees and costs. The covenants in this section are not covenants to the benefit of the Lessor, are not within the meaning of Section 21 of this lease, and may not be enforced by the Lessor.

19. Demolition. The Lessee shall not demolish any of the buildings, structures or improvements, now or hereafter placed upon the demised premises without the prior consent, in writing, of the Lessor, which consent the Lessor may withhold in its absolute discretion or grant upon such terms as it shall deem appropriate.

20. Arbitration. Arbitration referred to 6.3 shall be settled by arbitration in accordance with rules of the American Arbitration Association and judgment or decree upon the award rendered by the arbitrator or arbitrators may be rendered in any court having jurisdiction thereof.

21. Lessor's Right to Perform Lessee's Covenants. If the Lessee shall fail to pay the costs of maintenance and repairs or if it shall fail to take out, maintain and deliver insurance policies, or it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Lessor may, but shall not be obligated so to do and without notice or demand upon the Lessee perform the act so omitted or failed to be performed by the Lessee. If such performance by the Lessor shall constitute in whole or in part the payment of monies, such monies so paid by the Lessor, together with interest thereon at the rate of ten (10) percent per annum and reasonable attorney's fees incurred by the Lessor in and about the collection of the same, shall be deemed additional rent hereunder and shall be payable to the Lessor on demand or, at the option of the Lessor, may be added to any then due or thereafter becoming due under this lease and the Lessee covenants to pay any such sums with interest and reasonable attorney's fees, as aforesaid. The Lessor shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies in the event of non-payment as in the case of default by the Lessee in the payment of rent.

22. Quiet Enjoyment. The Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of its covenants herein made, the Lessee shall have quiet and undisturbed and continued possession of the premises subject only to the rights of other Lessees and Developer to use, occupy and enjoy the same.

23. Lessor's Right to Entry. The Lessor and its agents shall have the right of entry upon the demised premises at all reasonable times to examine the condition and use thereof, provided only such right shall be exercised in such manner as to not interfere with the Lessee's operation of said premises and if said premises are damaged by any casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs.

24. Additional Covenants.

24.1 No Termination Upon Casualty. No damage or destruction to buildings, structures, improvements or furniture, furnishing, fixtures, machinery or equipment now or hereafter located upon the demised premises by fire, windstorm or any other casualty shall entitle the Lessee to surrender possession or to terminate this lease or to violate any of its provisions or to cause any rebate, abatement or adjustment in the rent then due or thereafter becoming due under the terms hereof.

24.2 Redelivery of Premises. At the termination of this lease by lapse of time or otherwise the Lessee will peaceably and quietly deliver possession of the premises and all improvements situated thereon including all personal property therein and thereon to the Lessor in good state and condition, subject to the provisions of 7.4 and that all buildings, improvements and personal property then situated upon the demised premises shall become and remain the property of the Lessor and that no compensation therefor shall be allowed or paid to the Lessee by the Lessor.

24.3 Interest. Where not otherwise provided in this lease, all sums of money coming due from the Lessee to the Lessor shall bear interest at the rate of ten (10) percent per annum from the date the same shall become due until the date the same shall be paid.

24.4 Indemnification. The Lessee indemnifies and agrees to save harmless the Lessor from and against any and all claims, debts, demands or obligations which may be made against the Lessor as against the Lessor's title in the demised premises arising by reason of or in connection with the making of this lease, the ownership by the Lessee of its interests in this lease and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises and if it become necessary for the Lessor to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorney's fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

24.5 Mechanics' Liens. All persons are put upon notice of the fact that the Lessee shall never, under any circumstances, have the power to subject the interest of the Lessor in the premises to any mechanic's or materialmen's lien of any kind and all persons dealing with the Lessee are hereby put upon notice that they must look wholly to the interests of the Lessee in the demised premises and not to those of the Lessor.

24.6 Attorneys' Fees and Costs. The Lessee shall pay to the Lessor all costs of court, arbitration under 6.3 and reasonable attorneys' fees, including fees in connection with procedures in the nature of appeal, incurred or expended by the Lessor in enforcing the terms of this lease. The amount of such costs and fees may, at the option of the Lessor, be collected just as though the same amount were rent then maturing and becoming due thereunder.

24.7 Waste. The Lessee shall not do or suffer any waste or damage, disfigurement or injury to the demised premises, to any improvements, structures, buildings and personal property now or hereafter placed or brought thereon.

24.8 Relationship. Though this be a long term lease, the parties understand and agree that the relationship between them is that of landlord and tenant and the Lessee specifically acknowledges and agrees that all statutory proceedings in the State of Florida relating to the relationship of landlord and tenant and respecting collection of rent or repossession of the premises shall be applicable at the option of the Lessor hereunder. Nothing herein is to be construed as limiting such rights and remedies as the Lessor may otherwise have, as set forth herein.

24.9 Default. If default shall be made by the Lessee in the performance of any of its covenants herein set forth, then in addition to any other rights or remedies which the Lessor may have, including but not limited to those set forth in 9, the Lessor shall have the right to declare this lease cancelled and terminated and re-enter upon the demised premises either with or without process of law, and after notice of such declaration and upon demand for possession the Lessee will peaceably surrender and deliver up the demised premises to the Lessor.

24.10 Construction of a Remedy as Election to Terminate. The exercise by the Lessor of any of its rights or remedies provided in this lease to enforce the provisions of this lease by decree, judgment and otherwise, shall not be construed as an election by the Lessor to terminate and cancel this lease except if the exercise of such right or remedy be: 1) the declaration by the Lessor that the lease is terminated and cancelled due to default on the part of the Lessee; or 2) entry of a judgment, decree or writ of eviction as to the Lessee.

24.11 Early Termination. If this lease shall terminate at any time prior to the expiration of the term provided, that is, December 31, 2071, by reason of the breach of any of the Lessee's covenants, then and in such case, all right, estate and interest of the Lessee in and under this lease and in and to the demised premises and all insurance policies and all utility deposits and all prepaid expenses as to the demised premises shall, without any compensation made therefor unto the Lessee at once pass to and become the property of the Lessor.

24.12 Solvency of Lessee. If, during the term of this lease, 1) the Lessee shall make an assignment for the benefit of creditors; or 2) a voluntary or involuntary petition be filed by or against the Lessee under any law having for its purpose the adjudication of the Lessee as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of the Lessee or the reorganization of the Lessee; or 3) a permanent receiver be appointed for the property of the Lessee; or 4) any governmental authority take possession of the lands described in the Declaration of Condominium of the Condominium, this lease, at the option of the Lessor, shall be terminated and shall expire as fully and completely as of the day of happening of such contingency coincided with the date specifically fixed as the expiration of the term hereon, the provisions of 24.9 relative to notice and grace notwithstanding, and the Lessee shall then quit and surrender the demised premises to the Lessor but the Lessee shall remain liable as hereinafter provided.

24.13 Easements. The demised premises are subject to such easements for public utilities as now appear of public record and Lessor shall have at all times the exclusive right to create upon or over such of the demised premises for any and all public utilities, easements from time to time as the Lessor in its discretion shall deem appropriate, free and clear or the provisions of this lease, provided only that such future easements shall be for the purpose, in whole or in part, of supplying utilities to the demised premises.

24.14 Time of the Essence. Time is of the essence in every particular and especially where the obligation to pay money is involved.

24.15 Waiver, Extension, and Indulgences. No waiver, extension or indulgence granted by the Lessor on any one occasion as to any breach shall be construed as a waiver, extension or indulgence of any succeeding breach of the same covenant.

24.16 Changes in Writing. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing, signed by the Lessor.

24.17 Covenants Running with the Land. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with demised premises and covenants running with the lands described in the Declaration of Condominium of the Condominium, and the same shall attach to and be binding upon the Lessor, its successors and assigns, and the Lessee,

its successors and assigns, its present and future members and present and future owners of Condominium parcels in the Condominium and their heirs, personal representatives, successors and assigns.

24.18 Entire Agreement. This instrument together with the Exhibits attached hereto and the Declaration of Condominium of the Condominium constitute the entire agreement between the parties hereto as of the date of execution and neither has been induced by the other by representations, promises or understanding not expressed herein and there are no collateral agreements, stipulations, promises or understanding whatsoever in any way touching the subject matter of this instrument which are not expressly contained herein.

24.19 Construction. This lease is to be construed in accordance with the laws of the State of Florida.

24.20 Agent. The Lessor and Lessee shall each have the right to appoint and designate an agent for the purpose of performing their respective promises and covenants herein, provided the party so appointing an agent shall give written notice thereof to the other.

24.21 Severability. The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word, or of any provisions of this lease or the Exhibits attached hereto or the Declaration of Condominium of the Condominium shall not affect the validity of the remaining portions thereof.

24.22 Definitions. The definitions contained in the Florida Condominium Act relative to terms applicable to condominiums be and are hereby adopted as definitions of such terms so used in this lease.

25. Execution. In witness whereof, the Lessor and the Lessee have caused this instrument to be executed by their duly authorized officers and their corporate seal affixed this 23rd day of March, 19 72.

LESSOR

Witnesses as to Lessor

QUALITY DEVELOPMENT CORPORATION OF FLORIDA

By: _____
Vice President

Attest:

By: _____
Secretary

SEAL

LESSEE

Witnesses as to Lessee

MARILYN PINES UNIT 1 ASSOCIATION

By: _____
Vice President

Attest:

By: _____
Secretary

SEAL

STATE OF FLORIDA )
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared BLAIR W. CLARK and JOSEPH J. STRANGIS, vice president and secretary respectively, of QUALITY DEVELOPMENT CORPORATION OF FLORIDA, who acknowledged before me that they as officers of said corporation executed the foregoing lease and affixed the seal of said 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 the said county and state this 23rd day of March, 1972.

Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires SEPT. 21, 1973

STATE OF FLORIDA )
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared BLAIR W. CLARK and JOSEPH J. STRANGIS vice president and secretary respectively of MARILYN PINES UNIT 1 ASSOCIATION, who acknowledged before me that they as officers of said association executed the foregoing lease and affixed the seal of said association and that the same is the act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the said county and state this 23rd day of March, 1972.

Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires SEPT. 21, 1973

LEGAL DESCRIPTION - RECREATION CENTER
MARILYN PINES CONDOMINIUM APARTMENTS

All the following described parcels of land in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida:

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East, and run North 0° 17' 15" East 1331.09 feet; thence run South 89° 21' 02" East 675.86 feet; thence run North 0° 38' 58" East 30.00 feet; thence run North 0° 13' 21" East 100.00 feet; thence run South 89° 21' 02" East 140.00 feet to a Point of Beginning; thence run North 0° 13' 21" East 392.07 feet; thence run South 89° 18' 58" East 50.00 feet; thence run South 0° 13' 21" West 392.04 feet; thence run North 89° 21' 02" West 50.00 feet to the Point of Beginning; and

That certain parcel commencing at the South 1/4 corner of Section 12, Township 29 South, Range 15 East, and run North 0° 17' 15" East 1331.09 feet; thence run South 89° 21' 02" East 675.86 feet; thence run North 0° 38' 58" East 30.00 feet; thence run South 89° 21' 02" East 117.91 feet to a Point of Beginning; thence run North 0° 11' 25" East 100.00 feet; thence run South 89° 21' 02" East 80.00 feet; thence run South 0° 11' 25" West 100.00 feet; thence run North 89° 21' 02" West 80.00 feet to the Point of Beginning.

Exhibit "H-1"

CONDOMINIUM

Instrument No. 72037636

Date Filed March 24, 1972

Hour 3:03 P. M.

Condominium Book No. 10 Page No. 32 and 33

Name of Condominium Apartment

MARILYN PINES CONDOMINIUM APARTMENTS

UNIT 1

DECLARATION OF CONDOMINIUM
IS RECORDED IN
O. R. BOOK 3751 PAGE 323

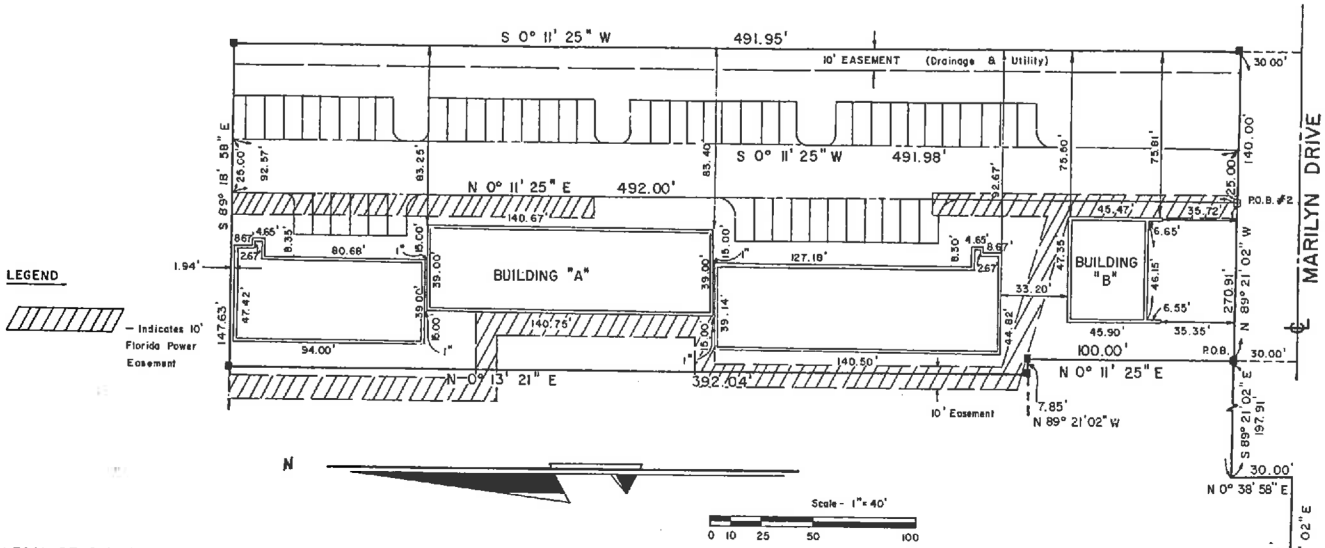
72037636

"CONDOMINIUMS"
Book# 10 Page# 32

# MARILYN PINES CONDOMINIUM APARTMENTS

## UNIT I — A CONDOMINIUM

PINELLAS COUNTY, FLORIDA
SECTION 12, TOWNSHIP 29 SOUTH, RANGE 15 EAST




S.E. COR. OF S.W 1/4 OF SEC. 12, TWP. 29 S, RGE. 15 E.

### LEGAL DESCRIPTION:

Commence at the Southeast corner of Southwest 1/4 of Section 12, Township 29 South, Range 15 East and run North 0° 17' 15" East, 1331.09 feet; thence run South 89° 21' 02" East, 675.86 feet; thence run North 0° 38' 58" East, 30.00 feet, thence run South 89° 21' 02" East, 197.91 feet to the Point of Beginning (P.O.B.). Thence run North 0° 11' 25" East, 100.00 feet; thence run North 89° 21' 02" West, 7.85 feet; thence run North 0° 13' 21" East, 392.04 feet; thence run South 89° 18' 58" East, 147.63 feet; thence run South 0° 11' 25" West, 491.95 feet; thence run North 89° 21' 02" West, 140.00 feet to the Point of Beginning. Subject to a 10 foot easement along the East line.

LESS THE FOLLOWING DESCRIBED PARCEL FOR INGRESS AND EGRESS:
Commence at the Southeast corner of the Southwest 1/4 of Section 12, Township 29 South, Range 15 East and run North 0° 17' 15" East, 1331.09 feet; thence run South 89° 21' 02" East, 675.86 feet; thence run North 0° 38' 58" East, 30.00 feet; thence run South 89° 21' 02" East, 270.91 feet to P.O.B No. 2; thence run North 0° 11' 25" East, 492.00 feet; thence run South 89° 18' 58" East, 25.00 feet; thence run South 0° 11' 25" West, 491.98 feet, thence run North 89° 21' 02" West, 25.00 feet to the P.O.B. Subject to such easements as may be noted for utilities which are dedicated for the use of Quality Management Corporation, the power, phone, sanitary sewer, gas and water companies as they may require.

| No. of Bedrooms | APARTMENT NUMBER | Square Footage | % Lvg. Area Per Apt. | Total % Lvg. Area |
|---|---|---|---|---|
| 2 | 101, 116, 201, 216 | 1,124.72 | 3.574 | 14.296 |
| 1 | 102, 103, 106, 107, 114, 115, 202, 203, 206, 207, 214, 215, | 798.25 | 2.537 | 30.444 |
| 2 | 104, 105, 204, 205 | 1,033.68 | 3.285 | 13.140 |
| 1 | 110, 111, 210, 211 | 810.33 | 2.575 | 10.300 |
| 2 | 108, 109, 112, 113 208, 209, 212, 213 | 1,021.59 | 3.247 | 25.976 |
| 2 | 117 | 1,036.02 | 3.293 | 3.293 |
| 1 | 118 | 802.36 | 2.551 | 2.551 |

### SURVEYORS CERTIFICATE:

I, the undersigned, hereby certify that the descriptions and plans of the condominium property set out herein and on sheet 2 of this drawing are a correct representation of the improvements described herein, and that there can be determined therefrom the identification, location, dimension and size of the common element and of each unit.

REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1938

Richard Joseph Werner
RICHARD JOSEPH WERNER

Prepared by: HILBORN, WERNER, CARTER & ASSOC. INC.

The within map or plat conforms to the requirements of Chapter 711, Florida Statutes, as to form, was filed for record on the 8th day of March, 1972 at 2:08 o'clock P.M. and recorded in the public records of Pinellas County, Florida, in Condominium Plat Book 32 Page 33
HAROLD M. HABENDORF
Clerk Circuit Court
By A. Harmony Deputy Clerk

72037636

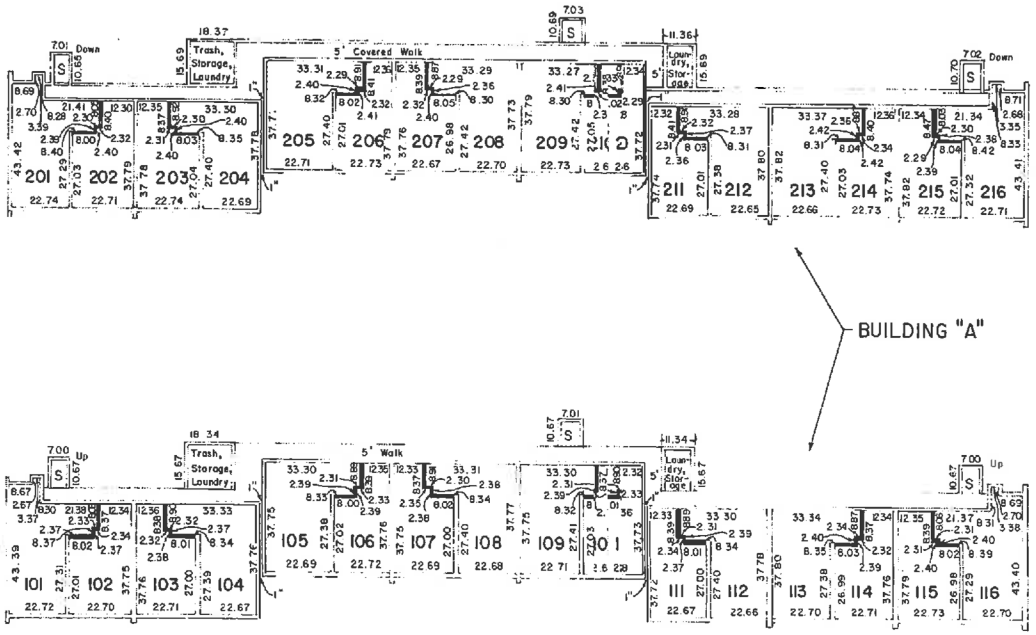
"CONDOMINIUM"
Book# 10 Page# 33

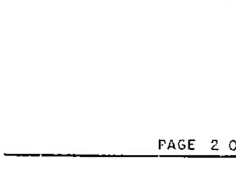
# MARILYN PINES CONDOMINIUM APARTMENTS

## UNIT I — A CONDOMINIUM

PINELLAS COUNTY, FLORIDA

SECTION 12, TOWNSHIP 29 SOUTH, RANGE 15 EAST




LEGEND:

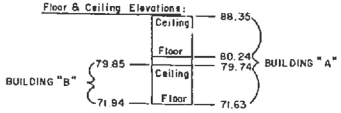
S - Indicates stair well.

NOTES:

Interior dimensions as shown are to the undecorated finished interior wall surface.

Apartment boundaries shall be determined as set forth in the declaration of this condominium.

Shaded walls are 0.30 feet thick. All other walls are 0.64 feet thick.

Elevations as shown refer to mean sea level.

Floor & Ceiling Elevations: