

EXHIBIT "F"

ARTICLES OF INCORPORATION  
OF  
HAMMOCK PINE VILLAGE I ASSOCIATION, INC.

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# State of Florida

G. S. 5314 PAGE 1252



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 11, 1981, as shown by the records of this office.

The charter number for this corporation is 759987.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
15th day of September, 1981.



CYH 101 Rev. 12-80

George Firestone  
Secretary of State

FILED

SEP 11 12 20 PM '81

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
HAMMOCK PINE VILLAGE I ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I  
NAME AND DEFINITIONS

The name of the corporation shall be HAMMOCK PINE VILLAGE I ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the By-Laws of the Association as By-Laws.

ARTICLE II  
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes §718.111 for the operation of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, located upon the following lands in Pinellas County, Florida.

See Exhibit "A" attached hereto  
and made a part hereof.

ARTICLE III  
POWERS

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

3.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. 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, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium and to assess reasonable late charges against unit owners delinquent in the payment of assessments and maintenance payments.

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

Certified true and correct copy.

*Sheryl Wojciechowski*  
Notary Public

LAW OFFICES

PARKER AND PARKER

1100 CENTRAL AVENUE

POST OFFICE BOX 10000

ST. PETERSBURG, FLORIDA 33703

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JAN. 2, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than sixty percent (60%) of the votes of the entire membership of the Association before they shall become effective.

h. To approve or disapprove the leasing of units as may be provided by the Declaration of Condominium and the By-Laws.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Declaration of Covenants, Conditions and Restrictions for the use of the property in the condominium.

j. To contract with any person, firm or entity for the operation, maintenance or repair of the condominium property; provided however, that any such contract shall not be in conflict with the powers and duties of the Association or the rights of the units owners as provided in the Florida Condominium Act and the Declaration of Condominium of HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

l. To employ personnel to perform the services required for proper operation of the condominium.

3.3 Purchase of Units. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien (including fees and costs). This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4 Condominium Property. All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.5 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

LAW OFFICES

PARKER AND PARKER

1000 CENTRAL AVENUE

FORT OFFICE BOX 1000

ST. PETERSBURG, FLORIDA 33701

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV  
MEMBERS

4.1 Membership. The members of the Association shall consist of all ninety-eight (98) record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. The change of membership in the Association shall be established by the recording in the Public Records of Pinellas County, Florida, of a deed or other instrument transferring ownership of the unit.

4.3 Assignment. 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 the unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one vote for each unit owned by him. In the event that more than one person owns a particular unit, the owners thereof shall be entitled to cast one singular vote appurtenant to said unit.

ARTICLE V  
DIRECTORS

5.1 Number and Qualification. The affairs of the Association shall 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 that determination shall consist of three (3) directors.

5.2 Duties and Powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Election; Removal. 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.

5.4 Term of First Directors. Except as provided by Florida Statutes §718.301, the first election of directors by members of the Association other than the developer of the condominium shall not be held until after the developer has closed the sales of seventy percent (70%) of the units, or until the developer elects to terminate its control of the condominium, or until after December 1, 1984, whichever occurs first. The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before the time for the election of their successors by the members other than the developer, shall be filled by the remaining first directors, or if there are none, then by the developer.

LAW OFFICES

PARKER AND PARKER

3005 CENTRAL AVENUE

POST OFFICE BOX 10000

ST. PETERSBURG, FLORIDA 33701

5.5 First Directors. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Hugh Macklin 2953 U.S. Highway 19 No.  
Clearwater, FL 33515

Sharon E. Macklin 2953 U.S. Highway 19 No.  
Clearwater, FL 33515

Waldemar Schickedanz 2953 U.S. Highway 19 No.  
Clearwater, FL 33515

#### ARTICLE VI OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be 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 officers who shall serve until their successors are designated by the board of directors are as follows:

President Hugh Macklin 2953 U.S. Highway 19 No.  
Clearwater, FL 33515

Vice President Waldemar Schickedanz 2953 U.S. Highway 19 No.  
Clearwater, FL 33515

Treasurer Sharon E. 2953 U.S. Highway 19 No.  
Secretary Macklin Clearwater, FL 33515

#### ARTICLE VII INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, 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 or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the 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 that person may be entitled.

LAW OFFICES

PARKER AND PARKER

3000 CENTRAL AVENUE

POST OFFICE BOX 10000

ST. PETERSBURG, FLORIDA 33701

ARTICLE VIII  
BY-LAWS

D. R. 5314 PAGE 1257

The first By-Laws of the Association shall be adopted by the board of directors, executed by the Secretary, and approved by the President. The By-Laws may be altered, amended or rescinded by the vote of sixty percent (60%) of the total members of the Association at a regular or special meeting provided notice of the proposed change, amendment or rescission (and proposed replacement By-Laws) are included in the notice of any meeting at which the proposed vote is to be taken.

ARTICLE IX  
AMENDMENTS

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

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

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by thirty percent (30%) of 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, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be by not less than sixty percent (60%) of the vote of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in §3.3 to §3.6 of Article III, entitled "Powers," without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X  
TERM

The term of the Association shall be perpetual.

ARTICLE XI  
SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Hugh Macklin	2953 U.S. Highway 19 North Clearwater, Florida 33515
Sharon E. Macklin	2953 U.S. Highway 19 North Clearwater, Florida 33515
Waldemar Schickedanz	2953 U.S. Highway 19 North Clearwater, Florida 33515

ARTICLE XII  
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 2953 U.S. 19 North, Clearwater, Florida 33515, and the name of the initial registered agent of this corporation at that address is Hugh Macklin.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 24 day of AUGUST, 1981.

Witnesses:

[Signature]  
[Signature]

[Signature]  
Hugh Macklin

[Signature]  
Diana Lee Middleton

[Signature]  
Waldemar Schickedanz

[Signature]  
[Signature]

[Signature]  
Sharon E. Macklin

[Signature]  
[Signature]

[Signature]  
Hugh Macklin  
Registered Agent

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Articles of Incorporation were acknowledged before me this 24<sup>th</sup> day of August, 1981, by HUGH MACKLIN and SHARON E. MACKLIN, as subscribers of HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a Florida corporation not for profit.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 31, 1985



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing Articles of Incorporation were acknowledged before me this 27<sup>th</sup> day of AUGUST, 1981, by WALDEMAR SCHICKEDANZ, as subscriber of HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a Florida corporation not for profit.

*Wiana Lee Middleton*  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires June 27, 1983  
Bonded By American Fire & Casualty Company

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Articles of Incorporation were acknowledged before me this 24<sup>th</sup> day of August, 1981, by HUGH MACKLIN, as Registered Agent, of HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a Florida corporation not for profit.

*Peter C. Cullen*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 31, 1985

LEGAL DESCRIPTION  
HAMMOCK PINE VILLAGE I

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A parcel of land lying within the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, described as follows:

Commencing at the Southeast corner of said Section 19; thence N. 89°53'52" W. along the south line of said southeast 1/4, for 450.00 feet to the POINT OF BEGINNING; thence continue N. 89°53'52" W. along said south line, for 867.80 feet to the centerline of a 100-foot Florida Power Corporation easement, as recorded in O.R. Book 1608, pages 438 through 440 of the Public Records of Pinellas County, Florida; thence N. 0°01'21" W. along said centerline, for 330.08 feet to a point on a curve of the southerly line of Tract A (Ingress-Egress Easement); thence along the southerly line of said Tract A by the following eight (8) courses; (1) northeasterly 112.58 feet along the arc of said curve concave to the northwest having a radius of 445.00 feet, a central angle of 14°29'42", and a chord of 112.28 feet bearing N. 81°12'41" E. to a point of tangency; (2) N. 73°57'50" E. for 87.94 feet to a point of curvature; (3) northeasterly 23.50 feet along the arc of a curve concave to the southeast having a radius of 480.00 feet, a central angle of 2°48'20" and a chord of 23.50 feet bearing N. 75°22'00" E; (4) S. 89°53'52" E. along a line 377.85 feet north of and parallel with the south line of said southeast 1/4, for 221.38 feet to a point on a curve; (5) southeasterly 4.32 feet along the arc of said curve concave to the southwest having a radius of 480.00 feet, a central angle of 0°30'57", and a chord of 4.32 feet bearing S. 76°18'26" E. to a point of tangency; (6) S. 76°02'58" E. for 146.14 feet to a point of curvature; (7) southeasterly 246.53 feet along the arc of a curve concave to the northeast having a radius of 1020.00 feet, a central angle of 13°50'54", and a chord of 245.93 feet bearing S. 82°58'25" E. to a point of tangency; (8) S. 89°53'52" E. for 38.77 feet; thence S. 0°06'08" W. for 312.21 feet to the POINT OF BEGINNING, containing 6.96 acres, more or less.

EXHIBIT "A"  
to  
Articles of Incorporation

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 22 day of February, 1982.

Signed, Sealed and Delivered in the presence of:

SCHICKEDANZ BROS-HAMMOCK PINE, a Florida General Partnership  
By: SCHICKEDANZ BROS, INC., a Florida corporation, its General Partner

[Signature]  
[Signature]

By: [Signature]  
Hugh Macklin, Vice President

[Signature]

[Signature]

[Signature]  
Gustav Schickedanz, Trustee

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Grant of Easement was acknowledged before me this 22 day of February, 1982, by HUGH MACKLIN, Vice President, of Schickedanz Bros, Inc., a Florida corporation and General Partner, of SCHICKEDANZ BROS - HAMMOCK PINE, a Florida General Partnership, on behalf of the General Partnership.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires AUG. 24, 1985

DOMINION OF CANADA  
PROVINCE OF Ontario

The foregoing Grant of Easement was acknowledged before me this 27 day of January, 1984 by GUSTAV SCHICKEDANZ, as Trustee.

[Signature]  
Notary Public

My Commission Expires:  
15 For Life

(NOTARIAL SEAL)

LEGAL DESCRIPTION - TRACT B (ACCESS CORRIDOR)

A strip of land lying within the Southeast  $\frac{1}{4}$  of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as a strip of land 90 feet wide lying 45 feet on each side of the following described line.

Commence at the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 19; thence N  $0^{\circ}00'03''$  E along the centerline of U.S. Highway No. 19 (State Road No. 55), the same being the West line of said Southeast  $\frac{1}{4}$ , for 307.06 feet; thence S  $89^{\circ}59'57''$  E, for 100.00 feet to the POINT OF BEGINNING, said point being on the East right-of-way line of said U.S. Highway No. 19, said point also being a point of curvature of a curve concave to the Northwest; thence northeasterly 274.89 feet along the arc of said curve having a radius of 350.00 feet, a central angle of  $45^{\circ}00'00''$  and a chord of 267.88 feet, bearing N  $67^{\circ}30'03''$  E to the point of tangency; thence N  $45^{\circ}00'03''$  E, for 171.65 feet to a point of curvature of a curve concave to the Southeast; thence northeasterly 156.29 feet along the arc of said curve having a radius of 350.00 feet, a central angle of  $25^{\circ}35'04''$ , and a chord of 154.99 feet, bearing N  $57^{\circ}47'35''$  E to a point of intersection with a line 600.00 feet East of and parallel with West line of said Southeast  $\frac{1}{4}$ , for the POINT OF TERMINATION, the side lines of said strip are prolonged and shortened to terminate on said line, as public road right-of-way containing 1.25 acres more or less.

EXHIBIT "A"

*cf*

15-4350

84158161

L.L. 5812 PAGE 552

DIRECTORS ACTION IN LIEU OF MEETING

of

SCHICKEDANZ BROS, INC.

The undersigned, being all of the Directors of SCHICKEDANZ BROS, INC., a Florida corporation (the "CORPORATION"), do hereby take this action in lieu of meeting pursuant to Section 607.134, Florida Statutes (1983) and resolve as follows:

1. 27.5000  
2.00  
7.00 0000

1. That Mary B. Shaddock be, and hereby is, elected Assistant Vice President of the CORPORATION.
2. That Mary B. Shaddock be, and hereby is, authorized and empowered to execute any and all deeds or other instruments of conveyance to be executed by the CORPORATION either for itself or as General Partner of SCHICKEDANZ BROS - HAMMOCK PINE, a Florida General Partnership.
3. Any deeds or other instruments of conveyance heretofore executed by Mary B. Shaddock on behalf of the Corporation as Assistant Secretary, Vice-President or Assistant Vice President be, and hereby are, ratified and confirmed.

DATED this 21 day of June, 1984.

SWORN TO and subscribed before me this 21<sup>st</sup> day of June, 1984.

*Walter Schickedanz*  
Walter Schickedanz

*[Signature]*  
Notary Public

COMMISSION EXPIRES  
JUNE 27, 1990

My Commission Expires:

RECORDED  
PINEHILLS CO. FLORIDA  
JUL 27 7 21 PM '84  
CLERK OF COURT  
State - Pine Hills

SWORN TO and subscribed before me this 21<sup>st</sup> day of JUNE, 1984.

*[Signature]*  
Hugh MacMillan

*[Signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV 16 1986  
BONDED THRU CENTRAL INSURANCE CO

must prepared by and TO BE RETURNED TO  
GEORGE L. HAYES III  
r. Parker, Bitting, Keane & Hayes  
Box 15339, 3835 Central Avenue  
Petersburg, Florida 33703

## LEGAL DESCRIPTION:

## THE COURTS OF LAKE ST. GEORGE

A.L. 5812 MC 563

Commence at the southwest corner of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and go S.  $89^{\circ}41'47''$  E., 666.06 feet along the South boundary of said Section 8, to the southwest corner of the east one-half (1/2) of the S.W. 1/4 of the S.W. 1/4 of said Section 8 for a Point of Beginning; thence N.  $00^{\circ}52'29''$  W., 885.01 feet, along the west boundary of the east one-half (1/2) of the S.W. 1/4 of the S.W. 1/4 of said Section 8; thence N.  $89^{\circ}07'31''$  East, 720.00 feet; thence N.  $61^{\circ}10'56''$  E., 254.56 feet; thence in a southeasterly direction along a curve to the left that has a Radius of 636.62 feet, an Arc length of 296.40 feet, a Chord length of 293.73 feet, a Chord Bearing of S.  $50^{\circ}12'27''$  E.; thence along a curve to the right that has a Radius of 5315.40 feet, an Arc length of 1078.66 feet, a Chord length of 1076.81 feet, a Chord Bearing of S.  $57^{\circ}43'55''$  E., to a point on the south boundary line of a Florida Power Corporation Easement as recorded in Official Records Book 2042, Pages 680 thru 685 of the Public Records of Pinellas County, Florida; thence S.  $82^{\circ}00'13''$  W., 557.09 feet, along said boundary line; thence S.  $00^{\circ}34'04''$  E., 180.50 feet, along said boundary line to a point on the south boundary line of the S.W. 1/4 of the aforementioned Section 8; thence N.  $89^{\circ}41'47''$  W., 633.11 feet, along said South boundary line of Section 8; thence S.  $00^{\circ}34'07''$  E., 1337.48 feet, along the west boundary line of the West 808.00 feet of the East 1155.00 feet of the N.E. 1/4 of the N.W. 1/4 of Section 17, Township 28 South, Range 16 East to a point on the South boundary of said N.E. 1/4 of the N.W. 1/4; thence N.  $89^{\circ}46'20''$  W., 842.73 feet, to the southwest corner of the east one-half (1/2) of the N.W. 1/4 of the N.W. 1/4 of said Section 17; thence N.  $00^{\circ}34'52''$  W., 1338.60 feet, along the west boundary line of the east one-half (1/2) of the N.W. 1/4 of the N.W. 1/4 of said Section 17, to the Point of Beginning.

## LEGAL DESCRIPTION:

Commence at the southwest corner of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, and go S.  $89^{\circ}41'47''$  E., 666.06 feet, along the south boundary line of said Section 8; thence N.  $00^{\circ}52'29''$  W., 885.01 feet; along the west boundary line of the east one-half (1/2) of the S.W. 1/4 of the S.W. 1/4 of said Section 8; thence N.  $89^{\circ}07'31''$  E., 720.00 feet; thence N.  $61^{\circ}10'56''$  E., 254.56 feet, to the Point of Beginning; thence N.  $61^{\circ}10'56''$  E., 525.42 feet; thence N.  $17^{\circ}03'09''$  E., 873.81 feet; thence EAST 1200.00 feet, thence SOUTH, 1741.91 feet, to a point on the south boundary line of a 230 foot wide Florida Power Corporation Easement as recorded in Official Record Book 2042, Pages 680 thru 685 of the Public Records of Pinellas County, Florida; thence along said south boundary line, S.  $82^{\circ}00'13''$  W., 788.07'; thence, leaving said south boundary, in a northwesterly direction along a curve to the left that has a Radius of 5315.40 feet, an Arc length of 1078.66 feet, a Chord length of 1076.81 feet, a Chord Bearing of N.  $57^{\circ}43'55''$  W., thence along a curve to the right that has a Radius of 636.62 feet, an Arc length of 296.40 feet; a Chord length of 293.73 feet, a Chord bearing N.  $50^{\circ}12'27''$  W., to the Point of Beginning.

## LEGAL DESCRIPTION Corral Hammock Pinc Property

A parcel of land lying in the Southeast 1/4 of Section 19, Township 28 South, Range 16 East Pinellas County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Section 19, thence N  $89^{\circ}53'52''$  W, along the South line of said Section 19 for 2344.66 feet, thence N  $00^{\circ}00'03''$  E, for 150.00 feet; thence N  $89^{\circ}53'52''$  W, for 290.46 feet to the East right-of-way line of U.S. Highway No. 19; thence N  $00^{\circ}00'03''$  E, along said right-of-way line, for 515.24 feet to the North line of the South 1/4 of said Section 19; thence N  $89^{\circ}57'50''$  E, along said North line for 214.47 feet to the East line of said Section 19; thence S  $00^{\circ}02'58''$  E, along said East line, for 671.60 feet to the POINT OF BEGINNING. The above described land contains 39.43 acres, more or less.

82078975

O.R. 5353 PAGE 1714

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM (PHASE I)  
ADDING PHASES II and III

SCHICKEDANZ BROS - HAMMOCK PINE, a Florida General Partnership (herein called the "Developer"), for itself and its successors, grantees and assigns, hereby makes the following Amendment to Declaration of Condominium recorded in Official Records Book 5314, Pages 1195 through 1272, inclusive, of the Public Records of Pinellas County, Florida (herein referred to as the "original Declaration"):

1. The purpose of this Amendment is to submit additional lands and all the improvements located thereon to condominium ownership, pursuant to sections 2.2 and 2.3 of said original Declaration.

2. The following described property is hereby submitted to the condominium form of ownership:

A. The lands, owned by the Developer, lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations and easements of records; and

B. Two (2) buildings housing a total of twenty-eight (28) units.

3. The plot plan and phase plan sketch survey of Hammock Pine Village I - A Condominium attached as Exhibit "E" to the said Declaration of Condominium is hereby amended to include the Surveyor's Certificate attached as Exhibit "B" hereto.

4. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "E" to the said Declaration of Condominium as amended to include Exhibit "B" hereto. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as all of the common elements pertinent thereto.

5. To carry out the intent of the Developer, pursuant to the original Declaration, and to fulfill the objectives of the said original Declaration, as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the original Declaration a share of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto, in accordance with the provisions of sections 2.2 and 2.3 of said original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

6. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in HAMMOCK PINE VILLAGE I - A CONDOMINIUM, Phases I, II and III, to the adjusted percentages as set forth in section 2.2 of said original Declaration.

7. All other terms and conditions of the aforesaid Declaration of Condominium of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, shall remain in full force and effect.

IN WITNESS WHEREOF, Schickedanz Bros - Hammock Pine, a Florida General Partnership, has caused these presents to be signed in its name by its proper officers thereunto duly authorized this 27th day of May, 1982.

Signed, Sealed and Delivered  
in the presence of:

SCHICKEDANZ BROS - HAMMOCK PINE,  
a Florida General Partnership  
By: Its Managing Partner

SCHICKEDANZ BROS, INC.,  
a Florida corporation

By:

Hugh Macklin, Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Declaration of Condominium was acknowledged before me this 27<sup>th</sup> day of May, 1982, by Hugh Macklin, Vice President, of Schickedanz Bros, Inc., a Florida corporation, General Partner of SCHICKEDANZ BROS - HAMMOCK PINE, a Florida General Partnership.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV. 16 1983  
BOND \$2500 GENERAL INS. UNDERWRITERS



LEGAL DESCRIPTION: Phase IIHAMMOCK PINE VILLAGE I - A CONDOMINIUM

A parcel of land lying within the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, described as follows:

Commence at the Southeast corner of said Section 19; thence N. 89°53'52" W. along the South line of said Southeast 1/4 for 912.80 feet, to the POINT OF BEGINNING; thence continue N. 89°53'52" W. along said South line, for 159.84 feet; thence N. 31°53'52" W. for 108.11 feet; thence S. 58°06'08" W. for 9.08 feet; thence N. 31°53'52" W. for 112.00 feet; thence N. 58°06'08" E. for 47.00 feet; thence S. 31°53'52" E. for 90.00 feet; thence N. 58°06'08" E. for 49.00 feet; thence S. 31°53'52" E. for 31.83 feet; thence N. 58°06'08" E. for 162.97 feet; thence S. 0°06'08" W. for 215.76 feet, to the POINT OF BEGINNING, containing 0.84 acres, more or less.

LEGAL DESCRIPTION: Phase IIIHAMMOCK PINE VILLAGE I - A CONDOMINIUM

A parcel of land lying within the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, described as follows:

Commence at the Southeast corner of said Section 19; thence N. 89°53'52" W. along the South line of said Southeast 1/4, for 1072.64 feet; to the POINT OF BEGINNING; thence continue N. 89°53'52" W. along said South line, for 245.16 feet, to the centerline of a 100-foot wide Florida Power Corporation Easement as recorded in Deed Book 1608, pages 438 through 440, of the Public Records of Pinellas County, Florida, thence N. 0°01'21" W. along said centerline, for 330.08 feet, to a point on a curve of the southerly line of TRACT A (INGRESS-EGRESS EASEMENT); thence easterly 103.45 feet along the arc of said curve concave to the North, having a radius of 445.00 feet, a central angle of 13°19'12", and a chord of 103.22 feet, bearing N. 81°47'56" E., thence S. 31°53'52" E. for 75.62 feet; thence S. 58°06'08" W. for 23.00 feet; thence S. 31°53'52" E. for 73.00 feet; thence S. 58°06'08" W. for 47.00 feet; thence S. 31°53'52" E. for 112.00 feet; thence N. 58°06'08" E. for 108 feet; thence S. 31°53'52" E. for 108.11 feet; to the POINT OF BEGINNING, containing 1.24 acres, more or less.

EXHIBIT "A"

SURVEYOR'S CERTIFICATE

O.R. 5853 PAGE 1717

I HEREBY CERTIFY that on this 16th day of April, A.D. 1982, the property legally described on Page 6 of Exhibit "E" to the Declaration of Hammock Pine Village I, A Condominium, as recorded in O.R. Book 5314 at pages 1195 through 1272, inclusive of the Public Records of Pinellas County, Florida, under the heading DESCRIPTION - ALL LANDS THAT MAY BECOME PART OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM; PHASE III, was surveyed and staked and that the dimensions and angles are correct and that the finished floor elevations of the respective units in said Phase III are as follows:

<u>Unit Numbers</u>	<u>Finish Floor Elevations</u>
2401 through 2407	70.49
2408 through 2414	79.03

I further certify that the construction of the improvements to Phase III is substantially complete so that the material, together with the provisions of the Declaration describing Phase III of the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements of each unit in Phase III can be determined from these materials.

*Jack L. Boyd*  
Jack L. Boyd  
Professional Land Surveyor #3000  
State of Florida

SWORN TO and subscribed before me this 16th day of April, 1982.

*Baudin M. J...*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires AUG. 8, 1982

SURVEYOR'S CERTIFICATE

O.R. 5353 PAGE 1718

I HEREBY CERTIFY that on this 16th day of April, A.D. 1982, the property legally described on Page 6 of Exhibit "E" to the Declaration of Hammock Pine Village I, A Condominium, as recorded in O.R. Book 5314 at pages 1195 through 1272, inclusive of the Public Records of Pinellas County, Florida, under the heading DESCRIPTION - ALL LANDS THAT MAY BECOME PART OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM; PHASE II, was surveyed and staked and that the dimensions and angles are correct and that the finished floor elevations of the respective units in said Phase II are as follows:

<u>Unit Numbers</u>	<u>Finish Floor Elevations</u>
2301 through 2307	71.79
2308 through 2314	80.26

I further certify that the construction of the improvements to Phase II is substantially complete so that the material, together with the provisions of the Declaration describing Phase II of the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements of each unit in Phase II can be determined from these materials.

Jack L. Boyd  
Jack L. Boyd  
Professional Land Surveyor #3000  
State of Florida

SWORN TO and subscribed before me this 16th day of April, 1982

Daniel M. [Signature]  
Notary Public

My Commission Expires: