### EXHIBIT "G"

BY-LAWS OF HAMMOCK PINE VILLAGE I ASSOCIATION, INC. HAMMOCK PINE VILLAGE I ASSOCIATION, INC.

# A Corporation not-for-profit under the laws of the State of Florida

l. Identity. These are the By-Laws of HAMMOCK PINE VILLAGE I ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on September 11, 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which Condominium is identified by the name HAMMOCK PINE VILLAGE I - A CONDOMINIUM, and is proposed upon completion of all phases, to be located upon the following lands in Pinellas County, Florida:

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

- l.l The office of the Association shall be located at 2953 U.S. 19 North, Clearwater, Florida, in the County of Pinellas, State of Florida.
- 1.2 The <u>fiscal year</u> of the Association shall be the calendar year.
- 1.3 The <u>seal</u> of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

### 2. Members.

- 2.1 Roster of Members. The Association shall maintain a record of the names and mailing addresses of unit owners, which shall constitute a list of members. The record shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from change of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation.
- 2.2 Annual Meeting. The annual members' meeting shall be held during the first week in February in each year at the office of the Association, or at such other place in Pinellas County, Florida, as the President or a majority of the board of directors shall determine; provided, however, that the president shall determine the day of the week and the time of the meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the Developer of the Condominium is less than six

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Motary Public of FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA.
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BONDED THRU NOTARY PUBLIC UNDERWRITERS.

- (6) months after the first election of directors by the membership of the Association; this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.
- 2.3 Special Members' Meetings shall be held at such places as provided for annual meetings whenever called by the president or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from twenty-five percent (25%) of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 2.4 Notice of a Meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the record of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen (14) days (except in an emergency) nor more than sixty (60) days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
- 2.5 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast 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 Articles of Incorporation, these By-Laws, the Declaration of Covenants, Conditions and Restrictions or the Declaration of Condominium.

### 2.6 Voting.

- (98) voting members at any one time and in any meeting of members the owners of units shall be entitled to cast one vote for each unit owned. Where two or more individuals own a unit, one individual, as determined hereinbelow, shall be designated to cast the vote of that unit.
- (b) If a unit is owned by one person, his right to vote shall be established by the record of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the record of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate 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. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A

certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit.

- 2.7 Proxies. Votes may be cast in person or by A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be dated and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. One person may hold no more than five (5) proxies. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.
- 2.8 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, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.
- 2.9 The order of business at annual members' meetings and as far as practical at other members' meetings, shall
  - Call to order by President
  - Election of chairman of the meeting (b)
  - Calling of the roll and certifying (c)
  - of proxies Proof of notice of meeting or (d) waiver of notice
  - Reading nd disposal of any unapproved minutes

  - Reports of officers Reports of committees
  - Election of inspectors of election (h)
  - Determination of number of directors
  - (j) Election of directors
  - (k) Unfinished business(l) New business

  - (m) Adjournment
- Provided, however, that until Proviso. majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

#### 3. Directors.

- 3.1 Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than eight (8) directors, the exact number to be determined at the time of election.
- Election of directors shall be conducted in the 3.2 following manner:
- annual members' meeting. Election of directors shall be held at the
- When apartment owners other than the (1)Developer own fifteen percent (15%) or more of the apartments of the condominium that will be operated ultimately by the Association, the apartment owners other than the Developer

shall be entitled to elect one-third (1/3) of the members of the Board of Directors and the Developer shall be entitled to elect two-thirds (2/3) of the members of the Board of Directors.

- (2) Apartment owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors three (3) years after sales by the Developer have been closed on fifty percent (50%) of the condominium apartments that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the apartments that will be operated ultimately by the Association. The Developer shall be entitled to elect the balance of the members to the Board of Directors.
- (3) So long as the Developer holds five percent (5%) of the condominiums apartments for sale in the ordinary course of business, the Developer shall be entitled to elect one (1) member to the Board of Directors.
- (4) Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the board of administration of an association, the association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the unit owners to elect the members of the board of administration. The meeting may be called and the notice given by any unit owner if the association fails to do so. Upon election of the first unit owner, other than the Developer, to the board of administration, the Developer shall forward to the division the name and mailing address of the unit owner board member.
- (c) \* nominating committee of three (3) members (other than the curi directors) shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director than serving. Nominations for additional directorships created the meeting shall be made from the floor, and other nominations may be made from the floor, with the consent of the proposed nominee.
- (d) 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.
- (e) Except as to <u>vacancies</u> provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by election by the remaining directors.
- (f) Any director may be removed with or without cause by concurrence of fifty-five percent (55%) 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.
- 3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.



- 3.4 The <u>organization meeting</u> of a newly-elected board of directors shall be held within five (5) 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.
- 3.5 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, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of members of the Association.
- 3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of any of the directors. 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, and shall be transmitted not less than one (1) day prior to the meeting. Notice of a special meeting shall be posted conspicuously twenty-four (24) hours in advance for the attention of members of the Association except in an emergency.
- 3.7 <u>Waiver of Notice</u>. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.
- 3.8 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 acts of the board of directors, except when approval by a greater number of directors is required by the Articles of Incorporation, these By-Laws, the Declaration of Condominium, or Declaration of Covenants, Conditions and Restrictions.
- 3.9 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 that might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.10 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 of that meeting shall not constitute the presence of that director for the purpose of determining a quorum.
- 3.11 The <u>presiding officer</u> of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number of preside.
- 3.12 The <u>order of business</u> at directors' meetings shall be:
  - (a) Calling of roll
  - (b) Proof of due notice of meeting
  - (c) Reading and disposal of any unapproved minutes
  - (d) Reports of officers and committees

- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment
- 3.13 <u>Directors' fees</u>. Directors shall not receive any fees.
- 4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Articles of Incorporation, these By-Laws, Declaration of Codominium and Declaration of Covenants, Conditions and Restrictions, 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. The board shall transact all business of the Association. It shall determine the policies, fiscal matters, employment of staff and other personnel policies and in general assume responsibility for the guidance of the affairs of the Association.
- (a) In accordance with §718.112(2)(a), if an association fails to fill vacancies on the board of administration sufficient to constitute a quorum in accordance with the bylaws, any unit owner may apply to the circuit court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the association. At least thirty (30) days prior to applying to the circuit court, the unit owner shall mail to the association and post in a conspicuous place on the condominium property a notice describing the intended action giving the association the opportunity to fill the vacancies. If during which time the association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted board of administration, and shall serve until the association fills vacancies on the board sufficient to constitute a quorum.

### 5. Officers.

- 5.1 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, and a Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall 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.
- 5.2 The President shall be the chief executive officer of the Association. He shall have all the powers and duties that are usually vested in the office of President of an association, including but not limited to the power to appoint committee among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.
- 5.3 The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President

and exercise such other powers and perform such other duties as shall be prescribed by the directors.

- 5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other nhen duly signed. He shall keep the records of the Association, except those of 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.
- 5.5 The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.
- 5.6 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.
- 5.7 The compensation of all employees (if any) of the Association shall be fixed by the directors.
- 6. <u>Fiscal management</u>. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:
- 6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
- (a) <u>Current expense</u>, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. 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.

### (b) Capital surplus.

- (1) Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- (2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (3) <u>Betterments</u>, which shall include funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.
- 6.2 Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and

maintain funds for the foregoing accounts according to good accounting practices as follows:

- (a) <u>Current expense</u>, the amount for which shall not exceed 115% of the budget for this account for the prior year.
- (b) Deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.
- (c) Replacements, the amount for which shall not exceed 115% of the budget for this account for the prior year.
- (d) Betterments, the amount for which shall not exceed \$10,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,500.00 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.
- (e) <u>Provided</u>, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.
- (f) It is further provided, that until the Developer of the Condominium has completed all of the contemplated improvements and closed the sales of all units of the Condominium, or until December 31, 1983, or until the Developer elects to pay its pro rata share of assessments for common expenses, whichever shall first occur, the budget shall be the original budget proposed by the Developer. The owners of units that have been sold by the Developer will be assessed for common expenses at the rates stated in the Sales Prospectus and the Developer will be assessed for the amounts by which the common expenses exceed the amounts assessed aga at the owners of units sold by the Developer. During this period no provisions will be made for betterments or capital surplus.
- (g) Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the board of directors, at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.
- 6.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into twelve (12) equal assessments, one of which shall be due on the first (1st) day of each calendar month of the year for which the assessments are made, or thirty (30) days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first (1st) day of each monthly until changed by an amended assessment. In the event a monthly assessment shall be

insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amounts to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

- 6.4 Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessments in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.
- 6.5 Assessment for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice is given to the unit owners concerned, and shall be paid in such mann as the board of directors of the Association may require in the notice of assessment.
- 6.6 The <u>depository</u> of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such persons as are authorized by the directors.
- 6.7 An <u>ad it</u> of the accounts of the Association shall be made annually by a certified public accountnt, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.
- 6.8 Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of those bonds and the sureties shall be determined by the directors. The premiums on the bonds shall be paid by the Association.
- 7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation, these By-Laws, or Declaration of Condominium.
- 8. Amendments. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:
- 8.1 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.
- 8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association 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 that approval is delivered to the Secretary at or prior to the

meeting. Except as elsewhere provided, the approvals must be either by:

- (a) not less than two-thirds of the entire membership of the board of directors and by not less than fifty-five percent (55%) of the votes of the entire membership of the Association; or
- (b) by not less than eighty percent (80%) of the votes of the entire membership of the Association.
- Provided, however, that no amendment Proviso. shall discriminate against any unit owner nor against any unit unless the unit owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation, Declaration of Condominium, or the Declaration of Covenants, Conditions and Restrictions.
- 8.4 Execution and Recording. A copy of each amend-ment shall be attached to a certificate certifying that the ment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Pinellas County, Florida.
- 9. Self-Management. Any decision to establish self management by the Association shall require the prior consent of owners of unit estates to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on unit estates which have at least fifty-one percent (51%) of the votes of unit estates subject to eligible holder mortgages.

The foregoing were adopted as the By-Laws of HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the board of directors on the <a href="lst">1st</a> day of <a href="December">December</a>, 1981.

> Sharon E. Macklin Secretary Skaron

Secretary

APPROVED:

Hugh Macklin, President

# LEGAL DESCRIPTION HAMMOCK PINE VILLAGE I

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 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 rdius 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 By-Laws

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GRANT OF EASEMENT

SCHICKEDANZ BROS - HAMMOCK PINE, a Florida
General Partnership, and GUSTAV SCHICKEDANZ, Trustee, as
their interests may appear (hereinafter collectively referred
to as "Developer") in consideration of the sum of One Dollar
(\$1.00) and other valuable considerations, the receipt
whereof is hereby acknowledged, grant and convey to HAMMOCK
PINE VILLAGE I ASSOCIATION, INC., a Florida non-profit
corporation (hereinafter referred to as the "Association"),
its successors and assigns, the non-exclusive right and
privilege to use the following described land in Pinellas
County, Florida, to-wit:

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

Developer reserves the right to grant similar rights to others affecting the use of the said property, provided that in the reasonable judgment of the Developer such right granted to others does not create a dangerous or unsafe condition, or unreasonable conflict with the rights granted to the grantee hereunder.

The Association a rees that in consideration of its right and privilege to use the above-described land as stated above, that the Association, its successors and assigns, will be responsible for, and pay its fair and proportionate share for the maintenance of said property, which payment shall be made to and included in the monthly maintenance fee paid to the Association pursuant to the terms of that certain Declaration of Condominium of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, and the attached exhibits, and particularly the Management Contract between HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a Florida non-profit corporation, and WILLOWDALE WEST MANAGEMENT, a wholly owned subsidiary of Schickedanz Bros, Inc., a Florida corporation, referred to in the Declaration of Condominium of HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

Nothing contained herein shall be deemed to be a dedication for public use of any roadway, walkway, common area or community facility area, and all rights herein created are private and do not constitute a grant for public use.

Developer covenants that it has the right to convey this property, and that the Association shall have quiet and peaceful possession and use of the property.

All covenants, terms and conditions shall inure to the benefit of, and be binding upon, the parties and their respective successors, heirs, personal representatives, lessees or assigns.

Developer reserves the right to dedicate the subject easement to such governmental authority or authorities as Developer sees fit.

LAW OFFICER

PARKER, PARKER & BITTING

DOES CENTEAL AVENUE

PORT OFFICE HOX MINIO
ST. PETERSBURG, FLORIDA IMITHI

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# AMENDMENT TO DECLARATION OF CONDOMINIUM OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM

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. That Paragraph 4.8 entitled "Automobile Parking" of the Declaration of Condominium appearing at O.R. Book 5314, at page 1208 be amended in part to include the following as a subparagraph thereto:
  - Covered Parking. Developer does hereby reserve the exclusive right to construct covered parking as an alteration or modification of the common elements, said covered parking to be located on the common elements. Furthermore, upon construction of said covered parking space, the Developer does hereby reserve the exclusive right to sell the right of use to a space or spaces to a unit owner on terms and conditions to be determined by the Developer. Board of Directors of the condominium association shall not have the authority to designate or relocate a covered parking space or area which has been assigned and designated for use to any owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned and designated. The covered parking will be maintained and insured by the condominium association as if it were a common element.
- 2. That paragraph 12.1, subparagraph (a), entitled "Sale" of the Declaration of Condominium appearing at O.R. Book 5314, at page 1225, be amended as follows:
  - 12.1 (a) Sale. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association, except as hereinafter provided in 12.1(g).
- 3. That paragraph 12.1, subparagraph (b), entitled "Lease" of the Declaration of Condominium appearing at O.R. Book 5314, at page 1225, be amended as follows:
  - 12.1 (b) Lease. No unit owner may dispose of a unit or any interest in a unit by lease without prior written approval of the Association, except as hereinafter provided in 12.1(g).
- 4. That paragraph 12.1, subparagraph (e), entitled "Other Transfers" of the Declaration of Condominium appearing at O.R. Book 5314, page 1225, be amended as follows:
  - 12.1 (e) Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association, except as hereinafter provided in 12.1(g).

LAW OFFICES

PARKER, PARKER & BITTING

9835 CENTRAL AVENUE POST OFFICE BOX 15330

St. Petersburg, Florida 33733-5339

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MY COUNTISCION EN IN STATE OF FLORIDA.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

- 5. That paragraph 12.1, entitled "Transfers" of the Declaration of Condominium appearing at O.R. Book 5314, at page 1225, be amended to including the following subparagraph (g):
  - 12.1 (g) <u>Institutional Mortgagees</u>. acquisition, disposition, or other transfer by any means whatever (including, but not limited to, foreclosure or deed in lieu of foreclosure) of any unit or interest in a unit to or from or by a bank, trust, credit union, mortgage company, real estate investment trust, commercial loan company, insurance company, or savings and loan association or other lending institution shall not be subject to the approval of the Association.
- 6. That paragraph 12.3, subparagraph (a)(1), of the Declaration of Condominium appearing at O.R. Book 5314, at page 1227, be amended as follows:
  - 12.3 (a)(1) The price to be paid shall be that stated in the disapproved contract to sell.
- 7. All other terms and conditions of the aforesaid Declaration of Condoinium 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 26th day of October, 1982.

Signed, Sealed, and Delivered in the presence of:

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

SCHICKEDANZ BROS, INC.

a Florida corporation

Macklin, Hugh President

STATE OF FLORIDA COUNTY OF PINELLAS

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

My Commission Expires: August 24, 1985

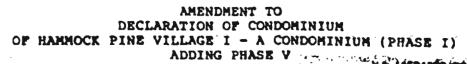
LAW OFFICES

PARKER, PARKER & BITTING

3835 CENTRAL AVENUE

POST OFFICE BOX 15000

St. Petersburg, Florida 30700-5000



SCHICKEDANZ BROS - HAMMOCK PINE, For itself and file 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 addi-tional 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

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- В. One (1) building housing a total of fourteen (14) 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.
- 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.
- To carry out the intent of the Developer, pursuant to the original Declaration, and to fulfill the objectives of the said 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.

LAW OFFICES

Parker, Parker & Bitting

POST OFFICE BOX 1800S

St. Petersburg. Florida 00700-8000

- 1. The purpose of this Amendment is to submit addi-tional 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:
  - हिल्लाई? 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
  - One (1) building housing a total of fourteen (14) units.
  - 3. The plot plan and phase plan sketch survey of Harmock 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.
  - 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.
  - 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.

PARKER, PARKER & BITTING

POST OFFICE BOX 18000

St. Petribucho, Florida 00700-8009

TAT BOOK 58, PACES PERTAINING H

3. of Parker, Parker & Bitting 3835 Central Avenue 14; Florida 33733. DE TO BE NETURNED TO STATEN BITTING, JF P. O. Box 16339,

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, III, IV and V to the adjusted percentages as set forth in section 2.2 of said original Declaration.

Declaration of Condominium of HANHOCK PINE VILLAGE I - A CONDOMINIUM, shall remain in full force and effect.

Signed, Sealed and Delivered in the presence of:

> SCHICKEDANZ BROS - HAMMOCK: PINE a Florida General Partnersh By: Its Managing Partner

SCHICKEDANZ BROS . INC a Florida corporation

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing Declaration of Condominium was acknowledged before me this 2 day of again, 1983, by Hugh edged before me this 2 day of April , 1983, by Hugh Macklin, Vice President, of Schickedanz Bros, Inc. 1 Florida corporation, General Partner of SCHICKEDANZ BROS HAMMOCK PINE, a Florida General Partnership.

My Commission Expires:

Hotery Public, State of Floride at Large My Commission Express AUG. 24, 1905

PARKER, PARKER & BITTING

POST OFFICE BOX MOSS

St. Peterburg, Florida 20720-8009

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### LEGAL DESCRIPTION: Phase V

# HAMMOCK PINE VILLAGE I - A CONDOMINIUM

A parcel of land lying within the Southeast 1/46 of Section 19, Township 28 South, Range 16 East Pinellas County, Florida, described as follows:

follows:
Commence at the Southeast corner of said Section 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 692.34 feet to the POINT OF BEGINNING; thence continue N. 89°53'52" W. along said South line, for 220.46 feet; thence N. 0°06'08" E. for 187.81 feet; thence S. 76°02'58" E., for 189.50 feet; thence N. 13°57'02" B., for 40.00 feet; thence S. 76°02'58" E., for 69.50 feet; thence S. 7 containing 0.92 acres, more or less.

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on this 21st day of April, A.D. 1983, 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 OF ALL LANDS THAT MAY BECOME PART OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE V, 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 V are as follows:

Unit Numbers	Finished Floor Elevations
2001 through 2007	76.84
2008 through 2014	85.15

I further certify that the construction of the improvements to Phase V is substantially complete so that the material, together with the provisions of the Declaration describing Phase V of the condominium property, including the floor plan of Unit B+, attached hereto and made a part hereof, which is representative of existing Units 2001 and 2008, 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 V cam be determined from these materials.

Jack U. Boyd

Professional Land Surveyor #3000

State of Florida

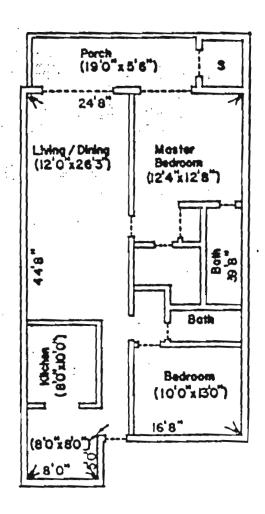
SWORN TO and subscribed before me this 21st day of April, 1983:

Hotary Aublic

My Commission Expires:

ME CONTROL THE STATE OF FRORDA

# HAMMOCK PINE CONDOMINIUM



## UNIT B+

SCALE: 1" = 10°
Room dimensions are approximate
---indicates doorways

### 83259264

AMENDMENT TO

PINELLAS ES, FLORIDA Karlin F. De Blaker CLERK CIRCUIT COURT

BEC 29 10 47 AH 183 0. R. 5671 PAGE, 624

DECLARATION OF CONDOMINIUM OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM ADDING PHASES VI AND VII 49

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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.
- 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
- Two (2) buildings housing a total of twentyeight (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"
- 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. 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 guit claim 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.

Certified true and correct copy. Porciechowski

Motary Public

NOT MEY PUT MC. STATE OF FLORIDA.

LY COMMESSION EXPINES: 1 11, 2, 1993.

BONDED THRU NOTARY PUBLIC UNDERWRITERS.

LAW OFFICES

### PARKER, PARKER & BITTING

3835 CENTRAL AVENUE

POST OFFICE BOX 15339 St. Petersburg, Florida 33733-5339

CONDOMINIUM PLAT PERTAINING HERETO HAVING BEEN RECORDED IN CONDOMINIUM PLAT BOOK 58, PAGES

HERETO HAVING BEEN REC CONDOMINIUM PLAT BOOK 112-128, INCLUSIVE.

L HAVES III of Parker, Parker & Bitting J. Box 15339, 8835 Central Avenue St. Petersburg, Florida 33733 GEORGE L

- 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, III, IV, V, VI and VII 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 13th day of December, 1983.

Signed, Sealed and Delivered in the presence of:

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

SCHICKEDANZ BROS, INC., a Florida corporation

Madklin, Hugh

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing Declaration of Condominium was acknowledged before me this 13th day of December, 1983, 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 Oct. 31, 1936 banded Thru Tray fain - Insurance, inc.

LAW OFFICES

PARKER, PARKER & BITTING

3835 CENTRAL AVENUE POST OFFICE BOX 15339 St. Petersburg, Florida 33733-5339

### LEGAL DESCRIPTION: Phase VI

### HAMMOCK 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:

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; thence to the POINT OF BEGINNING; thence continue N. 89°53'52" W., along said South line, for 242.34 feet; thence N. 13°57'02" E. for 169.59 feet; thence N. 76°02'58" W. for 69.50 feet; thence N. 13°57'02" E. for 153.93 feet to a point on a curve of the southerly line of TRACT A (INGRESS-EGRESS EASEMENT); thence easterly 47.13 feet along the arc of said curve concave to the North having a radius of 1020.00 feet, a central angle of 2°38'51", and a chord of 47.13 feet, bearing S. 80°16'45" E. thence S. 13°57'02" W. for 125.41 feet; thence S. 76°02'58" E. for 222.40 feet; thence S. 0°06'08" W. for 147.88 feet to the POINT OF BEGINNING, containing 1.06 acres, more or less.

### LEGAL DESCRIPTION: Phase VII

### HAMMOCK 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 450.00 feet; thence N. 0°06'08" E. for 147.88 feet, to the POINT OF BEGINNING; thence N. 76°02'58" W. for 222.40 feet; thence N. 13°57'02" E. for 125.41 feet, to a point on a curve of the southerly line of TRACT A (INGRESS-EGRESS EASEMENT); thence easterly 147.67 feet along the arc of said curve concave to the North, having a radius of 1020.00 feet, a central angle of 8°17'41", and a chord of 147.54 feet, bearing S. 85°45'02" E. to a point of tangency; thence S. 89°53'52" E. along said southerly line of TRACT A, for 38.77 feet; thence S. 0°06'08" W. for 164.33 feet, to the POINT OF BEGINNING, containing 0.67 feet, more or less.

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on this 19th day of December A.D. 1983, the property legally described on Page 7 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 VII, 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 VII are as follows:

<u>Unit Numbers</u>	Finish Floor Elevati	ons
1801 through 1807	80.98	
1808 through 1814	89.56	

I further certify that the construction of the improvements to Phase VII is substantially complete so that the material, together with the provisions of the Declaration describing Phase VII 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 VII can be determined from these materials.

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

SWORN TO and subscribed before me this 19th day of December, 1983.

Notary Public

My Commission Expires:

MOTARY FUELIC STATE OF TECRIDA MY COMMIDERON EDITIES MAR 16 1985 BOTHED THILL CHADAL THE UNDOWRITERS Anna Manager

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on this 19th day of December A.D. 1983, 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 VI, 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 VI are as follows:

Unit Numbers	Finish Floor Elevations
1901 through 1907	80.83
1908 through 1914	89.52

I further certify that the construction of the improvements to Phase VI is substantially complete so that the material, together with the provisions of the Declaration describing Phase VI 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 VI can be determined from these materials.

> Jack L. Boyd Professional L Land Surveyor

State of Florida

SWORN TO and subscribed before me this 19th day of December, 1983.

rutin Notary Public

My Commission Expires:

NOTATE FORMS & DESCRIPTION MY COMMILLION DRAWS NOW TO 1285 ROHULD THAN GOALD IN THE UNCERWRITERS