

# **HAMMOCK PINE**

## **VILLAGE I**

82029401

G. E. 5314 PAGE 1195

82-029401

DECLARATION OF CONDOMINIUM  
OF  
HAMMOCK PINE VILLAGE I - A CONDOMINIUM  
Clearwater, Pinellas County, Florida

COMES NOW, SCHICKEDANZ BROS - HAMMOCK PINE, a Florida General Partnership (hereinafter referred to as "Developer"), for its successors, grantees and assigns; and

WHEREAS, the fee simple title to the lands herein-described is vested in the Developer; and

WHEREAS, the Developer intends to submit said lands to fee simple condominium form of ownership;

THE DEVELOPER makes the following declarations:

1. Subject to Declaration of Protective Covenants, Restrictions, and Easements Pertaining to Hammock Pine Condominium - Phase I. This Declaration of Condominium is subject to and together with, and each condominium unit owner purchases subject to and shall be entitled to, the easement and benefits of the Declaration of Covenants, Restrictions and Easements Pertaining to Hammock Pine Village I - A Condominium Complex filed by the Developer in Official Records Book 5313, Page 1560 - 1580, Pinellas County, Florida, which Declaration provides for, among other items, a non-exclusive easement for ingress and egress from HAMMOCK PINE VILLAGE I - A CONDOMINIUM to the public highway of Hammock Pine Boulevard, and which Declaration further provides for the separate ownership and maintenance of proposed central recreational facilities to be utilized by not only the Condominium Unit Owner of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, but also the future Condominium Unit Owners of the additional proposed HAMMOCK PINE VILLAGE complex.

2. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called "The Condominium Act."

2.1 Name and Address. The name by which this condominium is to be identified is HAMMOCK PINE VILLAGE I - A CONDOMINIUM, and its address is 2953 U.S. Highway 19 North, Clearwater, Florida. It is hereafter called "the Condominium" or "HAMMOCK PINE VILLAGE I - A CONDOMINIUM."

2.2 Phase Condominium Development. HAMMOCK PINE VILLAGE I - A CONDOMINIUM is proposed as a phase condominium under the provisions of The Condominium Act. It is proposed that there will be six (6) additional phases to the first phase submitted to the condominium form of ownership by this instant Declaration of Condominium. The land which ultimately is proposed to be submitted to the condominium form of ownership is the following described land lying in Pinellas County, Florida, to-wit:

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

Certified true and correct copy.

*Sheryl Wojciechowski*  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA,  
My Comm. Expires 12/31/2003.  
SIGNED THIS NOTARY PUBLIC UNDER MY HAND

LAW OFFICES  
PARKER AND PARKER

3835 CENTRAL AVENUE  
POST OFFICE BOX 15330  
ST. PETERSBURG, FLORIDA 33733

CONDOMINIUM PLAT PERTAINING HERETO IS RECORDED  
IN CONDOMINIUM PLAT BOOK 58, PAGES 122 thru 128

PINELLAS CO. FLORIDA

*Karl F. DeBlasio*

CLERK CIRCUIT COURT

FEB 26 3 18 PM '82

PREPARED BY AND FOR  
CATHEN BITTING, JR. of Parker, Parker & Bitting  
P. O. Box 15339, 3835 Central Avenue  
St. Petersburg, Florida 33733

A portion of these lands more particularly described hereinbelow shall be submitted to the condominium form of ownership as Phase I.

(a) Each phase, both Phase I and all succeeding phases, shall consist of one (1) building; each building shall contain fourteen (14) condominium units. The total maximum number of units upon the completion of all seven phases shall be 98 condominium units. Developer commits to complete Phase I by June 30, 1982, and to complete remaining phases according to the phase schedule attached as Exhibit "B".

(b) Each unit's fractional ownership in the Common Elements shall be as follows. In the event that Phase II is not built, the fourteen (14) units which comprise Phase I shall be entitled to 100% ownership of all Common Elements within Phase I.

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	8.580%	34.320%
B	2202, 2206, 2209, 2213	8.027%	32.108%
C	2203, 2205, 2210, 2212	5.870%	23.480%
D	2204, 2211	5.046%	10.092%
			<u>100%</u>

(c) Upon the completion of Phase II, each unit's fractional ownership in the Common Elements shall be as follows:

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	4.290%	17.160%
B	2202, 2206, 2209, 2213	4.014%	16.056%
C	2203, 2205, 2210, 2212	2.935%	11.740%
D	2204, 2211	2.522%	5.044%

	<u>Building No. 23</u>		
A	2301, 2307, 2308, 2314	4.290%	17.160%
B	2302, 2306, 2309, 2313	4.014%	16.056%
C	2303, 2305, 2310, 2312	2.935%	11.740%
D	2304, 2311	2.522%	5.044%
			<u>100%</u>

(d) Upon the completion of Phase III, each unit's fractional ownership in the Common Elements shall be as follows:

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	2.860%	11.440%
B	2202, 2206, 2209, 2213	2.676%	10.704%
C	2203, 2205, 2210, 2212	1.957%	7.828%
D	2204, 2211	1.678%	3.356%

	<u>Building No. 23</u>		
A	2301, 2307, 2308, 2314	2.860%	11.440%
B	2302, 2306, 2309, 2313	2.676%	10.704%
C	2303, 2305, 2310, 2312	1.957%	7.828%
D	2304, 2311	1.682%	3.364%

	<u>Building No. 24</u>		
A	2401, 2407, 2408, 2414	2.860%	11.440%
B	2402, 2406, 2409, 2413	2.676%	10.704%
C	2403, 2405, 2410, 2412	1.957%	7.828%
D	2404, 2411	1.682%	3.364%
			<u>100%</u>

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(e) Upon the completion of Phase IV, each unit's fractional ownership in the Common Elements shall be as follows:

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	2.145%	8.580%
B	2202, 2206, 2209, 2213	2.007%	8.028%
C	2203, 2205, 2210, 2212	1.468%	5.872%
D	2204, 2211	1.260%	2.520%
<u>Building No. 23</u>			
A	2301, 2307, 2308, 2314	2.145%	8.580%
B	2302, 2306, 2309, 2313	2.007%	8.028%
C	2303, 2305, 2310, 2312	1.468%	5.872%
D	2304, 2311	1.260%	2.520%
<u>Building No. 24</u>			
A	2401, 2407, 2408, 2414	2.145%	8.580%
B	2402, 2406, 2409, 2413	2.007%	8.028%
C	2403, 2405, 2410, 2412	1.468%	5.872%
D	2404, 2411	1.260%	2.520%
<u>Building No. 21</u>			
A	2101, 2107, 2108, 2114	2.145%	8.580%
B	2102, 2106, 2109, 2113	2.007%	8.028%
C	2103, 2105, 2110, 2112	1.468%	5.872%
D	2104, 2111	1.260%	2.520%
			<u>100%</u>

(f) Upon the completion of Phase V, each unit's fractional ownership in the Common Elements shall be as follows:

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	1.716%	6.864%
B	2202, 2206, 2209, 2213	1.605%	6.420%
C	2203, 2205, 2210, 2212	1.174%	4.696%
D	2204, 2211	1.010%	2.020%
<u>Building No. 23</u>			
A	2301, 2307, 2308, 2314	1.716%	6.864%
B	2302, 2306, 2309, 2313	1.605%	6.420%
C	2303, 2305, 2310, 2312	1.174%	4.696%
D	2304, 2311	1.010%	2.020%
<u>Building No. 24</u>			
A	2401, 2407, 2408, 2414	1.716%	6.864%
B	2402, 2406, 2409, 2413	1.605%	6.420%
C	2403, 2405, 2410, 2412	1.174%	4.696%
D	2404, 2411	1.010%	2.020%
<u>Building No. 21</u>			
A	2101, 2107, 2108, 2114	1.716%	6.864%
B	2102, 2106, 2109, 2113	1.605%	6.420%
C	2103, 2105, 2110, 2112	1.174%	4.696%
D	2104, 2111	1.010%	2.020%
<u>Building No. 20</u>			
A	2001, 2007, 2008, 2014	1.716%	6.864%
B	2002, 2006, 2009, 2013	1.605%	6.420%
C	2003, 2005, 2010, 2012	1.174%	4.696%
D	2004, 2011	1.010%	2.020%
			<u>100%</u>

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(g) Upon the completion of Phase VI, each unit's fractional ownership in the Common Elements shall be as follows:

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	1.430%	5.720%
B	2202, 2206, 2209, 2213	1.338%	5.352%
C	2203, 2205, 2210, 2212	0.978%	3.912%
D	2204, 2211	0.843%	1.686%
	<u>Building No. 23</u>		
A	2301, 2307, 2308, 2314	1.430%	5.720%
B	2302, 2306, 2309, 2313	1.338%	5.352%
C	2303, 2305, 2310, 2312	0.978%	3.912%
D	2304, 2311	0.841%	1.682%
	<u>Building No. 24</u>		
A	2401, 2407, 2408, 2414	1.430%	5.720%
B	2402, 2406, 2409, 2413	1.338%	5.352%
C	2403, 2405, 2410, 2412	0.978%	3.912%
D	2404, 2411	0.841%	1.682%
	<u>Building No. 21</u>		
A	2101, 2107, 2108, 2114	1.430%	5.720%
B	2102, 2106, 2109, 2113	1.338%	5.352%
C	2103, 2105, 2110, 2112	0.978%	3.912%
D	2104, 2111	0.841%	1.682%
	<u>Building No. 20</u>		
A	2001, 2007, 2008, 2014	1.430%	5.720%
B	2002, 2006, 2009, 2013	1.338%	5.352%
C	2003, 2005, 2010, 2012	0.978%	3.912%
D	2004, 2011	0.841%	1.682%
	<u>Building No. 19</u>		
A	1901, 1907, 1908, 1914	1.430%	5.720%
B	1902, 1906, 1909, 1913	1.338%	5.352%
C	1903, 1905, 1910, 1912	0.978%	3.912%
D	1904, 1911	0.841%	1.682%
			<u>100%</u>

(h) Upon the completion of Phase VII, each unit's fractional ownership in the Common Elements shall be as follows:

	<u>Building No. 22</u>	<u>Percentage</u>	<u>Total Percentage</u>
Units A	2201, 2207, 2208, 2214	1.225%	4.900%
B	2202, 2206, 2209, 2213	1.147%	4.588%
C	2203, 2205, 2210, 2212	0.839%	3.356%
D	2204, 2211	0.720%	1.440%
	<u>Building No. 23</u>		
A	2301, 2307, 2308, 2314	1.225%	4.900%
B	2302, 2306, 2309, 2313	1.147%	4.588%
C	2303, 2305, 2310, 2312	0.839%	3.356%
D	2304, 2311	0.721%	1.442%
	<u>Building No. 24</u>		
A	2401, 2407, 2408, 2414	1.225%	4.900%
B	2402, 2406, 2409, 2413	1.147%	4.588%
C	2403, 2405, 2410, 2412	0.839%	3.356%
D	2404, 2411	0.721%	1.442%
	<u>Building No. 21</u>		
A	2101, 2107, 2108, 2114	1.225%	4.900%
B	2102, 2106, 2109, 2113	1.147%	4.588%
C	2103, 2105, 2110, 2112	0.839%	3.356%
D	2104, 2111	0.721%	1.442%
	<u>Building No. 20</u>		
A	2001, 2007, 2008, 2014	1.225%	4.900%
B	2002, 2006, 2009, 2013	1.147%	4.588%
C	2003, 2005, 2010, 2012	0.839%	3.356%
D	2004, 2011	0.721%	1.442%
	<u>Building No. 19</u>		
A	1901, 1907, 1908, 1914	1.225%	4.900%
B	1902, 1906, 1909, 1913	1.147%	4.588%
C	1903, 1905, 1910, 1912	0.839%	3.356%
D	1904, 1911	0.721%	1.442%
	<u>Building No. 18</u>		
A	1801, 1807, 1808, 1814	1.225%	4.900%
B	1802, 1806, 1809, 1813	1.147%	4.588%
C	1803, 1805, 1810, 1812	0.839%	3.356%
D	1804, 1811	0.721%	1.442%
			100%

(i) There are no recreational facilities in HAMMOCK PINE VILLAGE I - A CONDOMINIUM. In the event the recreational facilities are built, the Condominium Unit Owners of HAMMOCK PINE VILLAGE I - A CONDOMINIUM may be entitled to utilize the proposed recreational facilities located on lands outside of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, which land area is or shall be owned by Developer and be partially maintained by HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a non-condominium, Florida non-profit corporation.

(j) Each unit in Phase I shall have one (1) membership vote in the condominium association and shall have a 1/14th ownership in the Association attributed to each unit until such time as Phase II is added to the Declaration of Condominium by amendment, at which time each unit in membership shall have one (1) vote, the votes being expanded from fourteen (14) to twenty-eight (28), and the ownership percentage in the common condominium association of the Condominium shall be the percentage ownership set forth hereinabove. As each additional phase is added by amendment to this Declaration of Condominium, the percentage ownership of each unit shall be the percentage ownership set forth hereinabove. In the event that all of the phases are not developed and not added as a part of the condominium, each unit shall have one vote and shall have the percentage ownership set forth hereinabove for the last phase completed. Upon completion of all phases, each unit shall have one membership vote and the percentage ownership in the Association set forth for Phase VII.

(k) The Developer commits that there shall be no additional land other than the land described hereinabove in this instant paragraph committed to HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

(l) HAMMOCK PINE VILLAGE I - A CONDOMINIUM is one of four (4) proposed, separate and distinct condominiums within an approximately 30-acre land area generally referred to as the HAMMOCK PINE VILLAGE COMPLEX. All four proposed Condominium's unit owners may utilize the recreational facilities, in the event the recreational facilities are built, on the common area within the HAMMOCK PINE VILLAGE COMPLEX, on land owned, or to be owned, by HAMMOCK PINE PROPERTY OWNERS ASSOCIATION, INC., a non-condominium, non-profit Florida corporation.

(m) Developer commits that time-share estates will not be created with respect to any units in either Phase I or any succeeding phase of HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

(n) Developer reserves for itself the right to add succeeding phases as described hereinbelow to the Condominium by amendments to the Condominium executed solely by the Developer. Developer further reserves the right to elect not to proceed with any one or more of the succeeding phases, subject to the provisions set forth hereinabove and the provisions of The Condominium Act.

(o) Developer commits to complete the various phases, if Developer elects to proceed, according to the time schedule set forth in Exhibit "B".

(p) At the time of filing of this Declaration, construction of the condominium is not substantially completed. Upon substantial completion of construction, this Declaration shall be amended to include a certificate of substantial completion pursuant to Fla. Stat. §718.104(4)(c).

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2.3 The Land of HAMMOCK PINE VILLAGE I - A CONDOMINIUM. The lands owned by Developer in fee simple which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Pinellas County, Florida, which lands are called "the Land of Hammock Pine Village I - A Condominium."

LEGAL DESCRIPTION: Phase I

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 912.80 feet; thence N. 0°06'08" E., for 215.76 feet to the POINT OF BEGINNING; thence S. 58°06'08" W., for 162.97 feet; thence N. 31°53'52" W., for 31.83 feet; thence S. 58°06'08" W., for 49.00 feet; thence N. 31°53'52" W. for 163.00 feet; thence N. 58°06'08" E., for 23.00 feet, thence N. 31°53'52" W., for 75.62 feet, to a point on a curve of the southerly line of TRACT A (INGRESS-EGRESS EASEMENT); thence along said southerly line of TRACT A by the following four (4) courses; (1) northeasterly 9.13 feet along the arc of a curve concave to the Northwest having a radius of 445.00 feet, a central angle of 1°10'30", and a chord of 9.13 feet, bearing N. 74°33'05" 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 187.58 feet; thence S. 0°06'08" W. for 162.09 feet, to the POINT OF BEGINNING, containing 1.29 acres, more or less.

All of the lands described hereinabove are subject to a blanket utility easement in favor of Phase I or any succeeding phase of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, or in favor of any other HAMMOCK PINE VILLAGE CONDOMINIUM or Condominiums developed by Developer on the adjoining lands owned by Developer.

(a) It is noted that HAMMOCK PINE VILLAGE I - A CONDOMINIUM is proposed as a multi-phase Condominium and the lands proposed to be added to the Condominium as succeeding phases are more particularly described as follows:

LEGAL DESCRIPTION: Phase II

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:

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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 III

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 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 9.08 feet; thence S. 31°53'52" E. for 108.11 feet, to the POINT OF BEGINNING, containing 1.24 acres, more or less.

LEGAL DESCRIPTION: Phase IV

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:

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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 912.80 feet; thence N. 0°06'08" E. for 187.81 feet to the POINT OF BEGINNING; thence continue N. 0°06'08" E. for 190.04 feet to the southerly line of TRACT A (INGRESS-EGRESS EASEMENT); thence along said southerly line of Tract A by the following four courses; (1) 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 33.80 feet; to a point on a curve; (2) easterly 4.32 feet along the arc of said curve concave to the south 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; (3) S. 76°02'58" E. for 146.14 feet to a point of curvature; (4) easterly 51.73 feet along the arc of a curve concave to the north having a radius of 1020.00 feet, a central angle of 2°54'22", and a chord of 51.73 feet, bearing S. 77°30'09" E; thence S. 13°57'02" W. for 193.93 feet; thence N. 76°02'58" W. for 189.50 feet to the POINT OF BEGINNING, containing 0.94 acres, more or less.

LEGAL DESCRIPTION: Phase V

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 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" E., for 40.00 feet; thence S. 76°02'58" E., for 69.50 feet; thence S. 13°57'02" W. for 169.59 feet to the POINT OF BEGINNING, containing 0.92 acres, more or less.

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

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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.

(b) Attached as Exhibit "C" to the Declaration of Condominium is a Survey Sketch of the lands committed to condominium ownership under Phase I and succeeding six phases of HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

(c) Attached as Exhibit "D" to the Declaration of Condominium is a Survey Sketch of the adjacent lands owned by Developer which may or may not be developed (at Developer's and his successors' and assigns' sole option) as additional multi-phase Hammock Pine Village Condominiums. Exhibit "D" Survey Sketch also depicts the land area which is or may be owned by the Property Owners' Association.

3. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Florida Statutes Sec. 718.103) and as follows unless the context otherwise requires:

3.1 Approval or Consent. Whenever approval or consent is required of any person or entity, as a proposed

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lessee, that approval or consent shall not be unreasonably withheld:

3.2 Association means HAMMOCK PINE VILLAGE I ASSOCIATION, INC., and its successors.

3.3 By-Laws means By-Laws of the Association and of the Condominium.

3.4 Common Elements shall mean the portion of the Hammock Pine Village I condominium property not included in the units.

3.5 Common Expenses include:

(a) All expenses of administration, including, but not limited to expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements, and of the portions of units to be maintained by the Association.

(b) Expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a unit owner, including but not limited to costs of repair of damage to a unit in excess of insurance proceeds.

(c) Any valid charge against the condominium property as a whole.

(d) The expenses or amounts of assessments charged by HAMMOCK PINE PROPERTY OWNERS ASSOCIATION, INC. to HAMMOCK PINE VILLAGE I ASSOCIATION, INC., pursuant to the Declaration of Covenants.

3.6 Condominium means all of the condominium property of Hammock Pine Village I as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.7 Condominium Parcel means a unit, together with the undivided share in the Common Elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

3.8 Declaration of Covenants means the Declaration of Covenants, Restrictions and Easements Pertaining to Hammock Pine Village Complex previously referenced hereinabove.

3.9 Property Owners' Association means HAMMOCK PINE PROPERTY OWNERS ASSOCIATION, INC., a non-condominium, non-profit, Florida corporation. The President of HAMMOCK PINE VILLAGE I ASSOCIATION, INC. shall be a member and director of the Property Owners' Association, in the event the Property Owners' Association is formed, but the Condominium Unit Owners are non voting members of the Property Owners' Association.

3.10 Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

3.11 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

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3.12 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, water service, garbage and sewage disposal.

(a) Each unit owner shall be responsible for the operation, maintenance, service and replacement (if required) of the air conditioner/heating machinery appurtenant to his/her own unit.

4. Development Plan. The Condominium is described and established as follows:

4.1 Survey. A survey of the land which ultimately will include Phase I and the succeeding phases is attached as Exhibit "C".

4.2 A combined Plot Plan and Phase Plan Sketch Survey (showing Phase I and the improvements on it), is attached as Exhibit "E". The Plot Plan describes the location of all proposed seven buildings. The buildings are designated by separate arabic number, spelled out, and each unit is further identified by separate arabic numeral set forth herein and located on the Phase Plan Sketch Survey (Exhibit "E").

(a) Phase I of the Condominium consists of one (1) building designated as Building No. 22, and contains fourteen (14) condominium units. Building No. 22 contains Units 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, and 2214.

(b) Phase II of the Condominium consists of one (1) building designated as Building No. 23, and contains fourteen (14) condominium units. Building No. 23 contains Units 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313 and 2314.

(c) Phase III of the Condominium consists of one (1) building designated as Building No. 24, and contains fourteen (14) condominium units. Building No. 24 contains Units 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413 and 2414.

(d) Phase IV of the Condominium consists of one (1) building designated as Building No. 21, and contains fourteen (14) condominium units. Building No. 21 contains Units 2101, 2103, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, and 2114.

(e) Phase V of the Condominium consists of one (1) building designated as Building No. 20, and contains fourteen (14) condominium units. Building No. 20 contains Units 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014.

(f) Phase VI of the Condominium consists of one (1) building designated as Building No. 19, and contains fourteen (14) condominium units. Building No. 19 contains Units 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913 and 1914.

(g) Phase VII of the Condominium consists of One (1) building designated as Building No. 18, and contains fourteen (14) condominium units. Building No. 18

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contains Units 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813 and 1814.

(h) Upon completion of all phases, there will be seven (7) buildings containing fourteen (14) units each, and each condominium unit will be further identified by its own individual arabic numeral. It is noted that the units are designated by individual arabic numerals as determined by the U. S. Post Office to conform with the post office numerical numbering system. The unit designation also serves as the mailing address for said unit.

4.3 Building Plans. Each building contains fourteen (14) units. Each building is identical in plan to every other building within HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

4.4 Floor Plans. Each building contains a first floor and a second floor.

(a) There are seven condominium units on the first floor, to-wit:

- Type A Unit - Two (2), two bedroom, two-bath units containing approximately 1102 square feet of space plus a porch.
- Type B Unit - Two (2), two bedroom, two-bath units containing approximately 1031 square feet of space plus a porch.
- Type C Unit - Two (2), one bedroom, one and one-half bath units containing approximately 754 square feet of space plus a porch.
- Type D Unit - One (1), one bedroom, one bath unit containing approximately 648 square feet of space plus a porch.

First floor plans for each building showing the location of each unit within the building and a typical unit for each of the seven units are attached as Exhibit "E".

(b) There are seven condominium units on the second floor, to-wit:

- Type A Unit - Two (2), two bedroom, two bath units containing approximately 1102 square feet of space plus a porch.
- Type B Unit - Two (2), two bedroom, two bath units containing approximately 1031 square feet of space plus a porch.
- Type C Unit - Two (2), one bedroom, one and one-half bath units containing approximately 754 square feet of space plus a porch.
- Type D Unit - One (1), one bedroom, one bath unit containing approximately 648 square feet of space plus a porch.

Second floor plans for each building showing the location of each unit within the building and a typical unit for each of the seven units are attached as Exhibit "E".

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4.5 Alteration of Unit Plans. The interior plan of a unit may be changed by its owner, provided there is no alteration of structural support features or utility services to other units. No units may be subdivided. No change shall be made in walk ways or porches. The Developer reserves the right to make changes within units during construction of the building as long as those changes do not change the size of the units for which a contract of purchase has been signed.

4.6 Easements are reserved through the condominium property as may be required for utility services in order to serve the Condominium and other HAMMOCK PINE VILLAGES adequately; provided, however, these easements through a unit shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. The easements shall include but not be limited to the chases that run vertically through each unit as shown upon the floor plans. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements. An easement for support is hereby reserved to every portion of each unit which contributes to the support of the building in which that unit is situated.

If any portion of the common areas encroaches upon any unit or any unit encroaches upon the common areas or another unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

4.7 Unit Boundaries. Each unit shall include that part of the respective building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The plane of the undecorated finished ceiling of the ceiling of the unit.

(2) Lower Boundaries - The plane of the undecorated finished floor of the floor of the unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries with the following exception: when the vertical planes of the undecorated finished interior of bounding walls do not intersect with each other on the undecorated interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the unit.

(c) Notwithstanding the foregoing definition, the screened porches of each unit, balconies and stairways shall be considered as limited common elements.

4.8 Automobile Parking. The parking facilities of the Condominium shall be marked from time to time by the



Association so that there will be not less than 27 parking spaces in Phase I and not less than 126 parking spaces in the remaining phases (for a total of not less than 153 parking spaces in all phases). The right to use a parking space shall be an appurtenance to each unit, but the particular parking space to be so used shall be designated by the Association from time to time; provided that no change in the designation of parking spaces shall be made for the benefit of a unit owner that discriminates against another unit owner without the latter's consent. The Association shall have authority to make reasonable regulations for the control of automobile parking and the use of parking spaces; provided, however, that the use shall be limited to the residents of the Condominium and their guests. The Association shall have authority to make reasonable charges for the use of parking spaces, except there shall be no charge for one parking space per unit, designated for use by the occupants of the unit.

4.9 Recreation Area. There are no recreational facilities within the land of HAMMOCK PINE VILLAGE I - A CONDOMINIUM submitted herein to the condominium form of ownership. The condominium unit owners are entitled to utilize (together with the future condominium unit owners of proposed Hammock Pine Villages) the recreational facilities, should they be built, pursuant to the Declaration of Covenants referenced in Article I of this Declaration of Condominium.

## 5. The Units.

5.1 Unit Numbers. The units of the Condominium are two bedroom two bath units of two different square footage, one bedroom one and one-half bath units and one bedroom one bath units more particularly described in paragraph 4.4. There are fourteen (14) apartments in each building.

(a) Phase I of the Condominium consists of one (1) building designated as "22", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

(b) Phase II of the Condominium consists of one (1) building designated as "23", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

(c) Phase III of the Condominium consists of one (1) building designated as "24", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

(d) Phase IV of the Condominium consists of one (1) building designated as "21", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

(e) Phase V of the Condominium consists of one (1) building designated as "20", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

(f) Phase VI of the Condominium consists of one (1) building designated as "19", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

(g) Phase VII of the Condominium consists of one (1) building designated as "18", and contains eight (8) two bedroom apartments and six (6) one bedroom apartments for a total of fourteen (14) condominium units.

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5.2 Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

(a) Ownership of Common Elements and Common Surplus. The undivided share in the land and other common elements of HAMMOCK PINE VILLAGE I - A CONDOMINIUM and in the common surplus that are appurtenant to each apartment is the same as the unit's fractional ownership set forth in paragraph 2.2(b) hereinabove.

(1) At the time the Developer amends the Declaration adding Phase II, each unit shall hold an undivided interest as set forth in paragraph 2.2(c).

(2) At the time the Developer amends the Declaration adding Phase III, each unit shall hold an undivided interest as set forth in paragraph 2.2(d).

(3) At the time the Developer amends the Declaration adding Phase IV, each unit shall hold an undivided interest as set forth in paragraph 2.2(e) hereinabove.

(4) At the time the Developer amends the Declaration adding Phase V, each unit shall hold an undivided interest as set forth in paragraph 2.2(f).

(5) At the time the Developer amends the Declaration adding Phase VI, each unit shall hold an undivided interest as set forth in paragraph 2.2(g).

(6) At the time the Developer amends the Declaration adding Phase VII, each unit shall hold an undivided interest as set forth in paragraph 2.2(h).

(b) Use of Common Elements. Use of the common elements of HAMMOCK PINE VILLAGE I - A CONDOMINIUM is in common with other unit owners in the manner described herein and elsewhere described. This includes, but is not limited to, a non-exclusive easement for ingress and egress over the common elements, parking areas and common areas, and a private road, over which the Developer grants a non-exclusive easement of ingress and egress to each unit owner, his successors, heirs, assigns, grantees and guests, to provide access from the condominium units of HAMMOCK PINE VILLAGE I - A CONDOMINIUM, to Hammock Pine Boulevard, a public highway, which adjoins and is contiguous to Hammock Pine Boulevard, a private road, and to the westerly-most boundaries of the Land which may be submitted to the condominium form of ownership. This non-exclusive easement is reiterated in the Declaration of Covenants.

5.3 Liability for Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to his unit.

6. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

6.1 Units.

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

(1) All boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit except interior surfaces, and all portions of a unit contributing to the support of the apartment building which portions to be maintained shall include but not be limited to the outside walls and roofs of the buildings and all fixtures on their exterior boundary walls of units, floor and ceiling structures, load-bearing columns and load-bearing walls;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained; and

(3) All incidental damage caused to a unit by this work shall be repaired promptly at the expense of the Association;

(4) The Association shall have authority to require unit owners at their expense to maintain, repair and replace screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

(b) By the Unit Owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry facilities located solely within the condominium unit, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

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

(4) To keep all floors in his unit, except bathrooms, kitchens, and porches covered with wall-to-wall carpeting or with other floor covering that will not transmit sound.

(5) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

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(c) Alteration and Improvement. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the buildings or impair any easement, without first obtaining approval of the board of directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the apartment building, the change in appearance shall be approved also by the owners of two-thirds percent (2/3%) of the Common Elements at a meeting of unit owners called for that purpose.

## 6.2 Common Elements of HAMMOCK PINE VILLAGE I - A CONDOMINIUM.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the cost shall be a common expense.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, (including the common elements of succeeding phases), there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than two-thirds percent (2/3%) of the common elements. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. There shall be no change in the shares and rights of a unit owner in the common elements (except as to the change contemplated by the addition of succeeding phases), nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

(c) Submission of Land to Condominium Other than Succeeding Phases. Land acquired by the Association may be added to the land submitted to Condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Pinellas County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

(d) Disposition of Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

7. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and the provisions of the Condominium Act and subject to the following provisions:

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7.1 Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him.

7.2 Late Payment Charge. The portions of assessments and installments on assessments that are not paid when due shall be subject to a reasonable late charge as determined by the Association from time to time.

(a) In lieu of a reasonable late charge, the Association may, (if it determines that the dollar amount and the bookkeeping expenses justify the action), charge accrued interest at eighteen percent (18%) per annum on all late assessments and installments on assessments at the time of enforcement of the liens for said assessment.

7.3 Lien for Assessments. The Association shall have a lien against each unit for any unpaid assessments against the Owner thereof, and for interest or late charges accruing thereon, which lien shall also secure reasonable attorneys' fees (including but not limited to fees for appellate and Supreme Court representation), incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Pinellas County stating the legal description of the unit, the name of the record owner, the amount claimed to be due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien may be signed and verified by an officer of the Association, or by an Attorney for the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense.

(a) All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property.

(b) The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. In this event, the Association shall be entitled to reasonable attorneys' fees, including appeals.

(c) In the event a mortgagee, as holder of a first mortgage of record, shall obtain title to a unit as a result of the foreclosure of such mortgage, or in the event such mortgagee shall obtain title to a unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall not be liable for that share of the Common Expenses or assessments chargeable to the unit, or the Owner thereof, which became due prior to the acquisition of title by such mortgagee and any such unpaid share of Common Expenses, or assessments, chargeable against any such foreclosed unit, or against any unit transferred in lieu of foreclosure, shall be deemed a Common Expense to be paid in the same manner as other Common Expenses of the Condominium by all of the unit owners.

(d) No unit owner may withhold payment of any monthly assessment or special assessment or any portion

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thereof because of any dispute which may exist between that unit owner and other unit owners, the Association, the Directors of the Association, the Property Owners' Association, or the Developer, or among any of them, but rather each unit owner shall pay all assessments when due pending resolution of any dispute.

(e) Certificate. Any unit owner or mortgagee shall have the right to require from the Association a certificate showing the amount (if any) of unpaid assessments against him with respect to his unit. Any person other than the unit owner who relies upon such certificate shall be protected thereby from claims by the Association for prior unpaid assessments other than those set forth in the certificate given by the Association.

(f) Lien of Property Owners Association. The lien rights set forth herein are not to be confused with and are in addition to the lien rights granted to the HAMMOCK PINE PROPERTY OWNERS ASSOCIATION, INC., at Article IV of the Declaration of Covenants, Restrictions and Easements Pertaining to Hammock Pine Village Complex.

7.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

7.5 Approval in Writing. So long as Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) assessments of the Developer as a unit owner for capital improvements; and

(b) any action by the Association that would be detrimental to the units by the Developer.

8. Association. The operation of the Condominium shall be by HAMMOCK PINE VILLAGE I ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions. HAMMOCK PINE VILLAGE I ASSOCIATION, INC. is not to be confused with HAMMOCK PINE PROPERTY OWNERS ASSOCIATION, INC., also known as the Property Owners' Association, the non-condominium, non-profit, corporation delegated with the responsibility to operate and maintain the main arterial access road to the various Hammock Pine Villages.

8.1 Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit "F".

8.2 The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit "G".

8.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the

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Association, or caused by the elements or other owners or persons.

#### 8.4 Record of Unit Owners and Mortgagees.

(a) Owners of Units. The Association shall maintain a record of names and mailing addresses of unit owners. The record shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each unit owner shall furnish to the Association a copy of the record evidence of his title, which evidence shall entitle the unit owner to be included in the record if his ownership has been approved by the Association in the manner elsewhere required.

(b) Mortgagees. The Association shall maintain a record that shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. This notice shall consist of a copy of the recorded instrument evidencing the lien of the mortgagee, which term when used in this declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the record upon receipt by the Association of a request from the mortgagee or of a copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

8.5 Restraint Upon Assignment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

8.6 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

9. Insurance. The insurance (other than title insurance that shall be carried upon the condominium property) and the property of the unit owners shall be governed by the following provisions:

9.1 Purchase; Named Insured; Custody and Payment of Policies.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company that, according to the record of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within that ten (10) day period,

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the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named Insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the record of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

(e) Copies to Mortgagees. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgagee record who holds mortgages upon units covered by the policy. The copies shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

## 9.2 Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation costs. All personal property included in the common elements shall be insured.

(b) Values of insured property shall be determined annually by the board of directors of the Association.

(c) Insurance coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering vandalism and malicious mischief, and flood insurance (if the Condominium is determined to be situated in a Special Flood Hazard Area according to the Flood Hazard Boundary Map published by the Federal Insurance Agency of the U. S. Department of Housing and Urban Development).

(d) The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as

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electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

(e) When appropriate and possible, the policies shall waive the insurer's right to:

(1) subrogation against the Association and against the unit owners individually and as a group;

(2) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(3) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

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

(g) Workmen's Compensation Policy to meet the requirements of law.

(h) Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the record of mortgagees.

9.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:



(a) Unit Owners - an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the Insurance Trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

9.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

9.6 Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9.7 Benefit of Mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

## 10. Reconstruction and Repair after Casualty.

10.1 Determination Whether to Reconstruct and Repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(a) Lesser Damage. If units to which two-thirds percent (2/3%) of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

(b) Major Damage. If units to which more than one-third of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within thirty (30) days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of two-thirds percent (2/3%) of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated without agreement as elsewhere provided, if the election to terminate is approved by 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.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

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

10.2 Report of Damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

(a) Date and cause of damage.

(b) Whether the damaged property will be reconstructed and repaired or the Condominium terminated.

(c) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(d) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

(e) Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

(f) The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

10.3 Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, Alteration and Improvement."

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10.4 Plans and Specifications. Any reconstruction and repair must be substantially in accordance with this Declaration and plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is one or more of the apartment buildings, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all units the plans for which are to be altered, with the consent 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.

No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining unit estates whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining unit estates subject to eligible holder mortgages.

10.5 Assessment; Determination of Sufficiency of Funds.

(a) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

(b) Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$25,000.00, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$25,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

10.6 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made for payment.

(b) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the

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termination. The balance of the Funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

(c) Reconstruction and Repair of Damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - Damages of \$25,000.00 or Less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$25,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$25,000.00 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

(2) By Association - Damage of More than \$25,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$25,000.00, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

(d) Reliance upon Certificates. Notwithstanding the provisions of this declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its President and Secretary stating:

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(1) Whether the damaged property will be reconstructed and repaired or the Condominium terminated.

(2) Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.

(3) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(4) The names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

(e) Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$25,000.00.

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

10.7 Benefit of Mortgagees. Certain provisions in this section entitled "Reconstruction or Repair after Casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

11. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land.

11.1 Units. Each of the units shall be occupied only by one family and guests, as a single family residence and for no other purpose.

11.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants,

11.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to

exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

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

11.5 Leasing. In order to preserve the residential character of the Condominium entire units may be rented after approval by the Association elsewhere required, to one (1) tenant (and the family of that tenant providing no family includes members under fifteen (15) years of age living or residing in the leased unit); provided, however, that no condominium unit may be leased more often than once in any three (3) month consecutive period measured from the first day of occupancy of the measuring tenancy. The term of the lease need not be three (3) months in duration, but in the event of a shorter period of time, the condominium unit may not be leased again until the expiration of the three (3) month period commencing with the first day of the measuring lease tenancy. No lease may be for a period of greater than one (1) year, unless the lease provides for the reapproval of the tenant at the end of the one (1) year period. Leased units may be occupied by only one (1) family. No rooms may be rented. No transient tenants may be accommodated.

11.6 Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the Condominium upon request.

11.7 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or units, including windows, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied unit it may from time to time own. The Association may provide a Bulletin Board near the recreation facilities where owners may advertise their units on single 3" by 5" cards.

11.8 Prohibited Vehicles. No trucks, motorcycles, trailers, camper-type vehicles or commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces specifically provided for that purpose as may be necessary to effectuate deliveries to the Condominium, the Association, unit owners, or residents.

11.9 Antennas. No antennas of any type designed to serve a unit or units shall be allowed on the Common Elements or Limited Common Elements, except as provided by the developer or the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or



other equipment may be operated on the Condominium Property which interferes with television signal reception.

11.10 Pets. No pets shall be maintained or kept in any unit other than goldfish, tropical fish and the like, and other than canaries, parakeets, and the like, and other than one (1) cat weighing less than ten (10) pounds, or in the alternative, one (1) dog weighing less than twenty-five (25) pounds, except pursuant to the written consent of the Board of Directors of the Association, or of the Developer, given as to a specific pet in connection with the purchase and acquisition of a unit. Such written consent when once given to a unit owner and relied upon in connection with the purchase and acquisition of a unit may not thereafter be revoked or terminated as to that unit owner without the consent of that unit owner. No dog or cat shall be permitted on the common area of the Condominium unless attended by an adult and on a leash not more than eight (8) feet long. No pet shall be tied unattended outside nor left unattended on porches or balconies. Pets shall be allowed only in such of the common areas as set forth in the rules and regulations of the Association governing pets. A unit owner with a pet shall abide by the Rules and Regulations of the Association governing pets.

11.11 Exterior Appearance. No unit owner shall decorate or alter any part of his unit or the building so as to affect the appearance of the building from the exterior without the prior written approval of the Board of Directors of the Association. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of the building, display of objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments.

11.12 Porches/Balconies. No unit owner shall cause the porch and/or balcony of his individual unit to be screened or glassed without first obtaining the prior written consent of the Developer and/or Association. All patios, porches and balconies shall be kept clean, neat and orderly at all times. When not in use, all barbecue grills and lawn chairs shall be kept in the owner's individual unit.

11.13 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the Condominium, neither the unit owners nor the Association or the use of the condominium property shall interfere with the completion of the contemplated improvements (including succeeding phases), and the sale of the units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a sales office, model units, the showing of the property and the display of signs.

11.14 Children. No children under fifteen (15) years of age will be permitted to visit the condominium property, or to reside in any of the apartments of the condominium, during more than forty-five (45) days in any calendar year, which days will not be cumulative. The owner of each apartment having a child under such age visit the condominium property, or reside in his apartment, must, not later than five (5) days after said child's departure, notify the Association in writing as to the child's name and as to the date or dates that he visited the condominium property or resided in such apartment. If said written notification is not given within the time provided, it will be deemed that the

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child has visited the condominium property, or resided in the apartment, during more than forty-five (45) days in the calendar year or years during which he in fact visited the condominium property or resided in the apartment without notice to the Association. For the purposes hereof, the length of each period of visitation or residence will not be of any consequence in determining such forty-five (45) day limitation. Each day during which every period of visitation or residence occurs, regardless of the length thereof, will constitute one (1) of said forty-five permitted days of visitation or residence.

11.15 Waterbeds. No waterbeds may be placed or maintained in any unit.

11.16 Laundry. No laundry or clothing shall be displayed on the porches or balconies of the condominium units or on the common elements, or anywhere within the units which would be visible from the outside of the units.

11.17 Child Care. No child care services or babysitting services shall be conducted in any condominium unit.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists:

12.1 Transfers.

(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.

(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.

(c) Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall not be subject to the approval of the Association.

(d) Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall not be subject to the approval of the Association.

(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.

(f) Unlawful Denials. No person shall be denied the right to purchase, lease or own an apartment because of race, religion, sex or national origin.

12.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

(a) Notice to Association.



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

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

(3) Gift; Devise or Inheritance; Other Transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

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

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed Fifty Dollars (\$50.00), to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid, and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within seven (7) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President and Secretary of the Association in recordable form. The Certificate shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within seven (7) days after receipt of the notice and information, the Association must either

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approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the Lessee or shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the Lessee.

(3) Gift; Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within seven (7) days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferee's ownership of his unit. If approved, the approval shall be stated in a Certificate executed by the President and Secretary of the Association in recordable form. The Certificate shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the unit owner.

(c) Approval of Corporate Owner or Purchaser. Since the Condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

12.3 Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be treated in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand (as such option is provided at Article 11.2(a)(1)), then within seven (7) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

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

(2) The purchase price shall be paid in cash, or upon terms approved by the Seller.

(3) The sale shall be closed within forty-five (45) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its President and Secretary and approving the

purchaser shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

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

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

(c) Gifts; Devise or Inheritance; Other Transfer. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within seven (7) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within forty-five (45) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the Seller.

(3) The sale shall be closed within ten (10) days following the determination of the sales price.

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

(5) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided. The Certificate shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the unit owner.

12.4 Mortgage. No unit owner may mortgage a unit nor any interest in it without the approval of the Association, except to a bank, trust, credit union, mortgage company, real estate investment trust, commercial loan company, insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of the section entitled "Maintenance of Community Interests" shall not apply to a sale, mortgage or lease by Developer.

13. Compliance and Default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the By-Laws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

13.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

13.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the provisions of the Declaration of Covenants, the Articles of Incorporation of the Association, the By-Laws, or the Regulations, and those items of said instruments as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, including appeals.

13.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

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

14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing 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 75% of the entire membership of the Board of Directors and by not less than 70% of the votes of the entire membership of the Association; or

(b) Not less than 80% of the votes of the entire membership of the Association; or

(c) Anything to the contrary herein notwithstanding the consent of the owners of units to which at least sixty-seven percent (67%) of the votes in the Owners 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, shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the common areas;
- (6) Responsibility for maintenance and repair of the several portions of the project;
- (7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (8) Boundaries of any unit;
- (9) The interests in the general or limited common areas;
- (10) Convertibility of units into common areas or of common areas into units;
- (11) Leasing of unit estates;
- (12) Imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her unit estate;
- (13) Any provisions which are for the express benefit of mortgage holders or eligible insurers or guarantors of first mortgages on unit estates.

(d) Not less than 50% of the entire membership of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land.

(2) To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

(3) To adopt amendments of the section entitled "Insurance", that are reasonably required by insurers or mortgagees of condominium property.

14.3 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment. Neither shall an amendment make any change in the sections entitled "Insurance," and "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

14.4 Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records for Pinellas County, Florida.

15. Termination. The Condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

15.1 Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

15.2 Agreement. The Condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units in form suitable for recording in the Public Records of Pinellas County, Florida.

15.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

15.4 Shares of Owners After Termination. After termination of the Condominium, unit owners shall own the condominium property and all assets of the Association as

tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

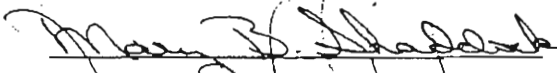

15.5 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

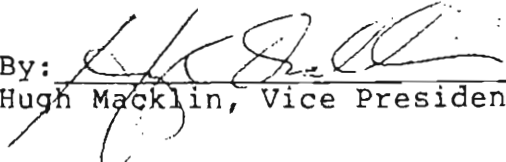
16. Severability. The invalidity in whole or in part of any covenant or restriction, of any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, or the By-Laws and Regulations of the Association, shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized this 22 day of February, 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 22 day of February, 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 at Large  
My Commission Expires AUG. 24, 1985





EXHIBITS TO  
DECLARATION OF CONDOMINIUM

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LEGAL DESCRIPTION OF PHASE I -  
HAMMOCK PINE VILLAGE I - A CONDOMINIUM EXHIBIT "A"

PHASE SCHEDULE OF PROPOSED COMPLETION  
DATES OF PHASES FOR HAMMOCK PINE  
VILLAGE I - A CONDOMINIUM EXHIBIT "B"

SURVEY SKETCH INCLUDING SKETCH OF  
SEVEN PROPOSED PHASES EXHIBIT "C"

SURVEY SKETCH OF ADJACENT LANDS  
OWNED BY DEVELOPER WHICH MAY BE  
DEVELOPED AS MULTI-PHASE - HAMMOCK  
PINE VILLAGE CONDOMINIUM EXHIBIT "D"

PLOT PLAN AND PHASE PLAN SKETCH  
OF HAMMOCK PINE VILLAGE I -  
A CONDOMINIUM EXHIBIT "E"

ARTICLES OF INCORPORATION OF  
HAMMOCK PINE VILLAGE I ASSOCIATION, INC. EXHIBIT "F"

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



EXHIBIT "A"

LEGAL DESCRIPTION  
OF

HAMMOCK PINE VILLAGE I - A CONDOMINIUM

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## EXHIBIT "A"

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 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 "B"PHASE SCHEDULE OF PROPOSED COMPLETION OF PHASES  
FOR  
HAMMOCK PINE VILLAGE I - A CONDOMINIUM

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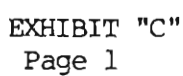
		<u>Proposed Completion Date</u>
PHASE I	Building No. 22	June 30, 1982
PHASE II	Building No. 23	June 30, 1982
PHASE III	Building No. 24	June 30, 1982
PHASE IV	Building No. 21	December 31, 1982
PHASE V	Building No. 20	June 30, 1983
PHASE VI	Building No. 19	December 31, 1983
PHASE VII	Building No. 18	June 30, 1984

EXHIBIT "C"

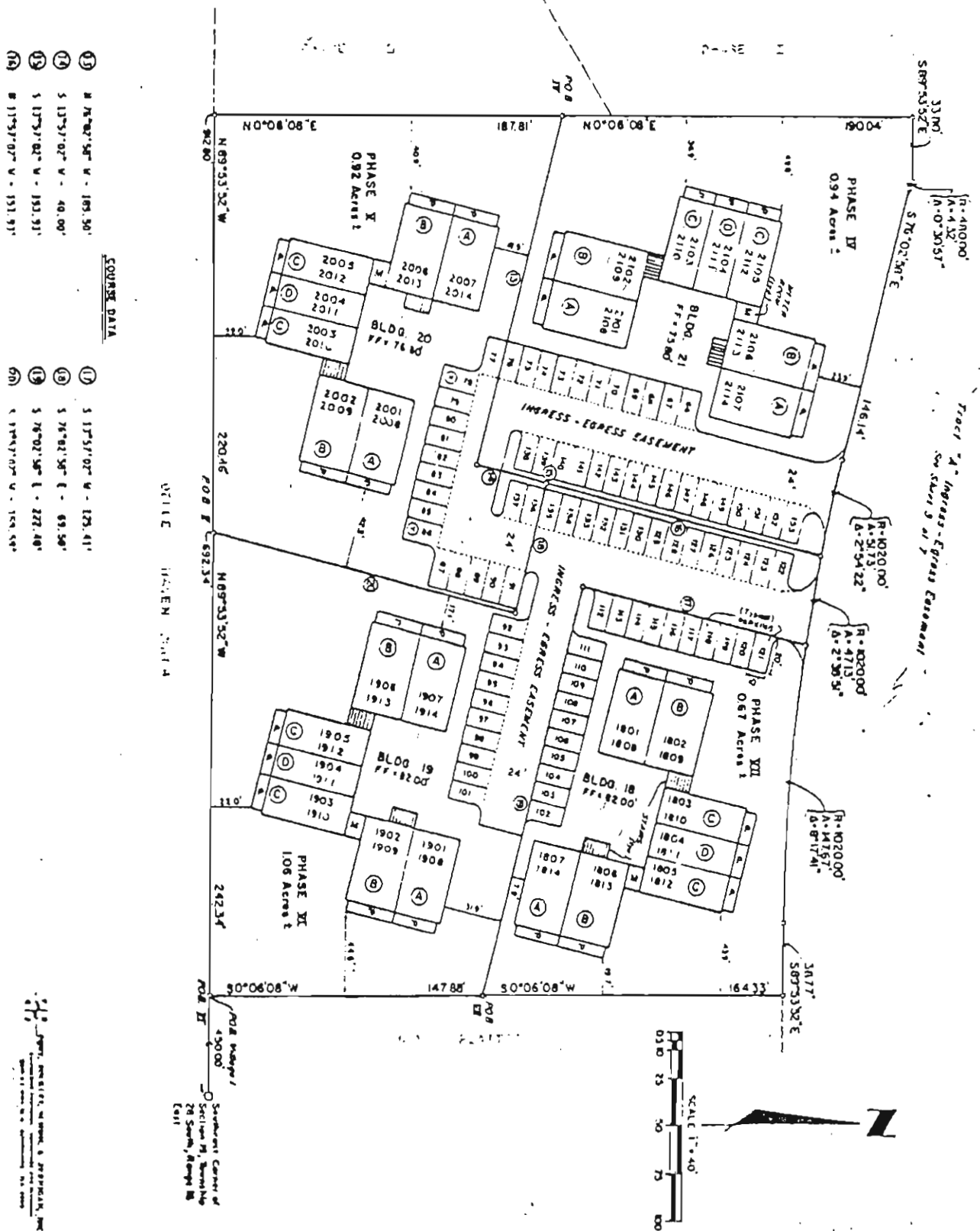
SURVEY SKETCH  
INCLUDING SKETCH  
OF SEVEN PROPOSED PHASES

HAMMOCK PINE VILLAGE I - A CONDOMINIUM

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**HAMMOCK PINE VILLAGE I - A CONDOMINIUM**  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY  
FLORIDA



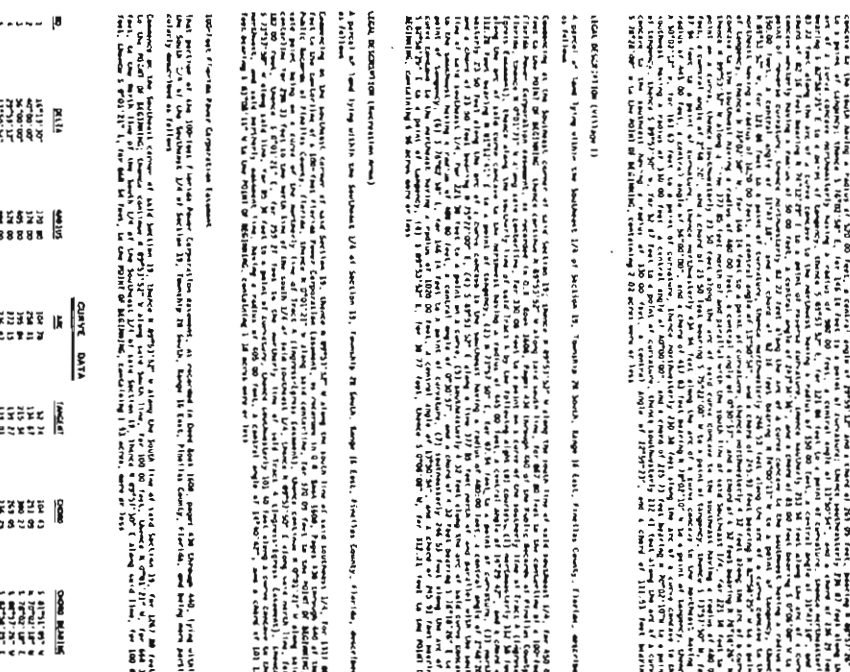
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EXHIBIT "D"

SURVEY SKETCH  
OF  
ADJACENT LANDS OWNED  
BY DEVELOPER WHICH MAY BE  
DEVELOPED AS MULTI-PHASE  
HAMMOCK PINE VILLAGE CONDOMINIUMS

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[illegible][illegible]

**100% test.** Federal Power Commission statement. As mentioned in Docket No. H-89, paper "The Changing Role of Hydroelectricity in the Electric Industry," published by the American Nuclear Society, Inc., in its January, 1976 issue, and being used as evidence in this proceeding, it is stated:

"...the hydroelectric industry has been able to produce electricity more cheaply than all other sources of electric power except nuclear power."

Citing one of the hydroelectric companies' sales brochures, it states, "In almost every State, hydroelectricity costs less than coal-fired power." In the NRC's "Electricity Generation Costs Study," dated August 1975, the DOE says, "Hydroelectricity is the lowest cost source of electricity available today."

The DOE also states, "The average cost of hydroelectricity is about 1¢ per kilowatt-hour, compared to 2¢ for coal, 3¢ for oil, and 4¢ for gas."

Testimony at FERC, 10/21/77, p. 107, said that there are two points of testimony indicating that hydroelectricity is less expensive than fossil fuel-generated electricity. First, the DOE's study, cited above, shows that hydroelectricity is the least expensive form of electricity available today. Second, the DOE's study also indicates that hydroelectricity is the most efficient form of electricity available today.

DAVID L. BROWN

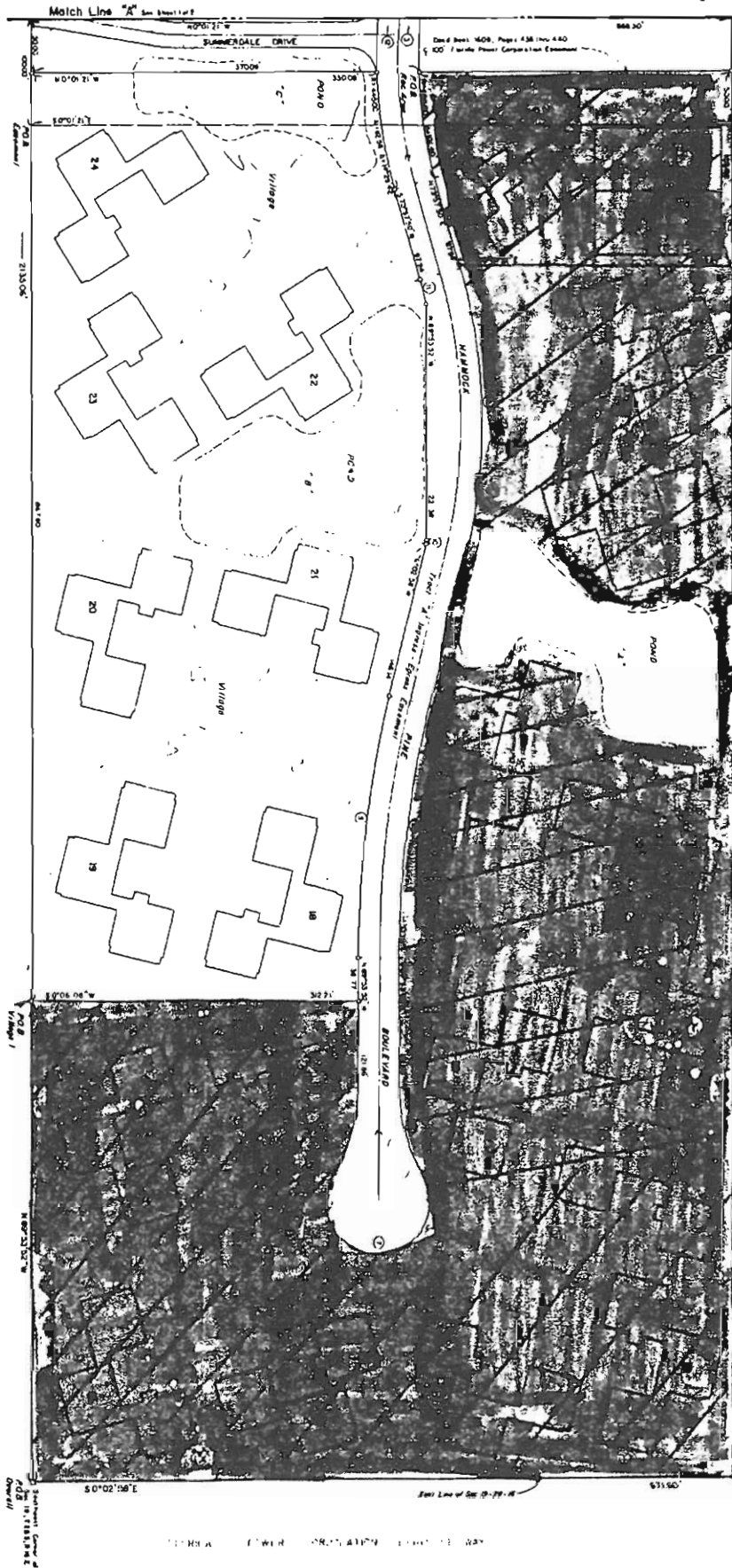
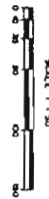
UCLA. MR. DEGENER (Intermittent):  
A parcel of land lying within San Bernardino U.S. Township, San Bern-  
ardino County, California, is as follows:

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[illegible][illegible]

located at 242310m (overall)  
at level of land lying within the Southwest LGA at Section 13, Township 26 North, Range 16 East, Franklin County, Florida, under the



Post, Buckley, Schuh & Jernigan, Inc.  
CONSULTING ENGINEERS AND PLANNERS

HAMMOCK PINE VILLAGES  
PROPOSED DEVELOPMENT MAP

500, 208, 40  
2 2

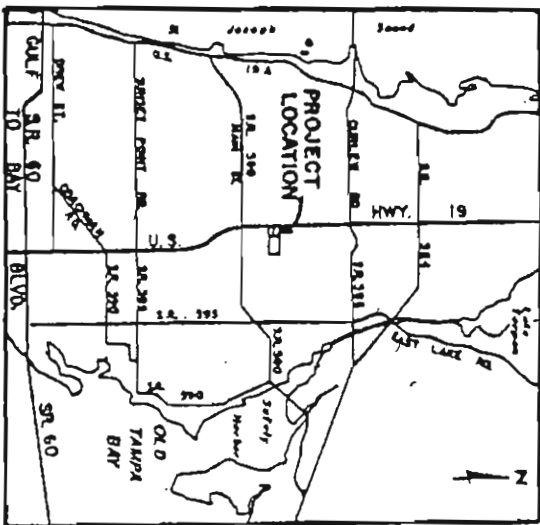
EXHIBIT "E"

PLOT PLAN  
AND PHASE PLAN SKETCH SURVEY  
OF  
HAMMOCK PINE VILLAGE I - A CONDOMINIUM

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HAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY  
FLORIDA

VICINITY MAP



DESCRIPTION OF ALL LANDS THAT MAY BECOME A PART OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A parcel of land lying within the Southwest 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, described as follows:

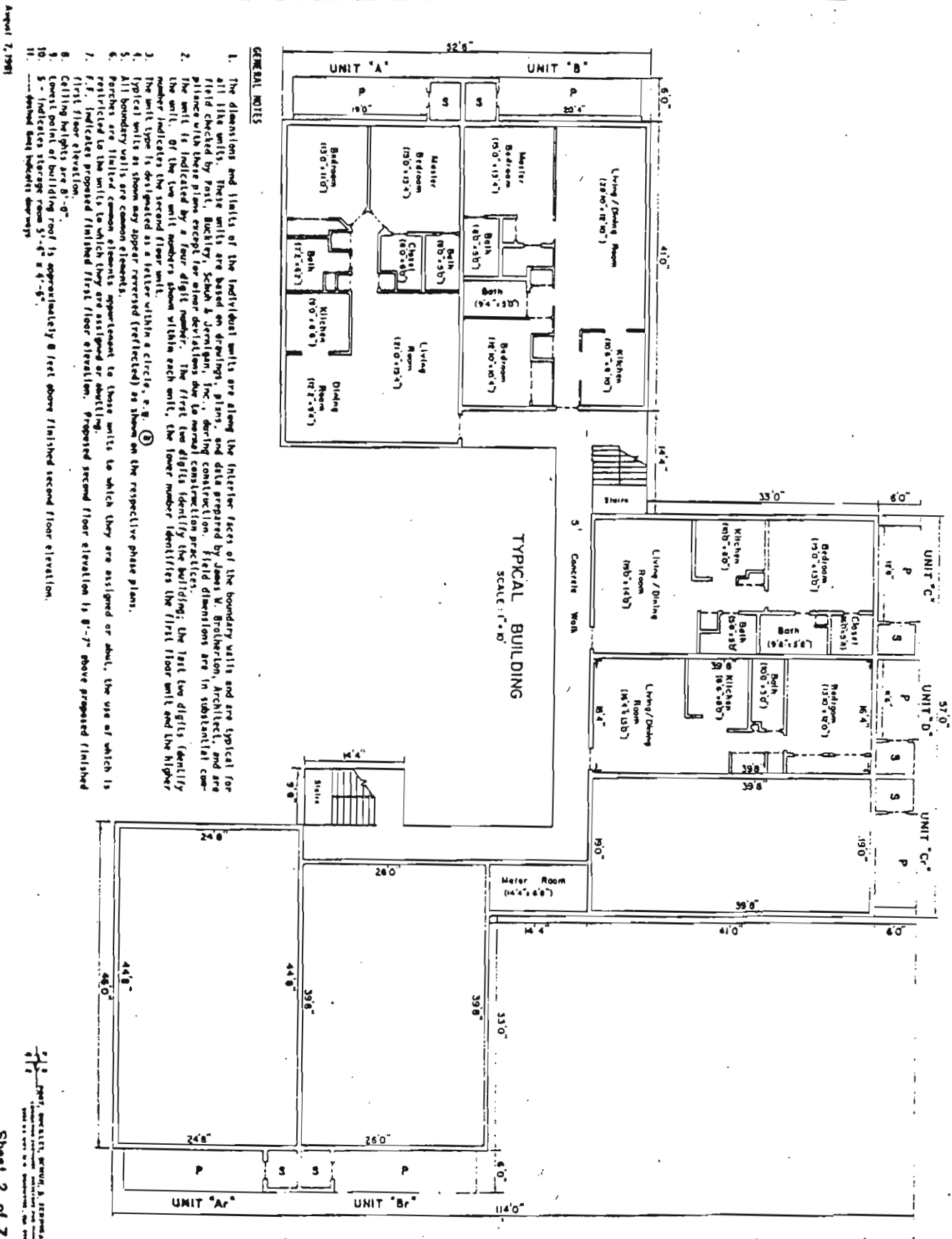
Commencing at the Southwest corner of said Section 19; thence N 07°31'52" W along the South line of said Southwest 1/4, for 450.00 feet, to the POINT OF BEGINNING; thence continue N 69°53'52" W along said South line, for 667.00 feet, to the centerline of a 100-foot Florida Power Corporation easement, as recorded in Deed Book 1600, Page 430 through 440, of the Public Records of Pinellas County, Florida; thence S 07°01'31" W along said centerline, for 330.00 feet, to a point on a curve of the southerly line of TRACT A (IMCESS-LORESS (ASSTHILL)); thence along the southerly line of said TRACT A by the following eight (8) courses: (1) northwesterly 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 112.78 feet, bearing N 81°17'41" E, to a point of tangency; (2) N 73°51'50" E, for 87.94 feet, to a point of curvature; (3) northwesterly 23.50 feet along the arc of a curve concave to the Southwest, having a radius of 400.00 feet, a central angle of 2°48'20"; and a chord of 21.50 feet, bearing N 75°22'00" E; (4) S 89°31'52" E along a line 117.85 feet North of and parallel with the South line of said Southwest 1/4, for 271.26 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 400.00 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°02'56" 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°50'34"; 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 07°06'08" W, for 312.21 feet, to the POINT OF BEGINNING, containing 8.96 acres more or less.

SURVEYOR'S CERTIFICATE

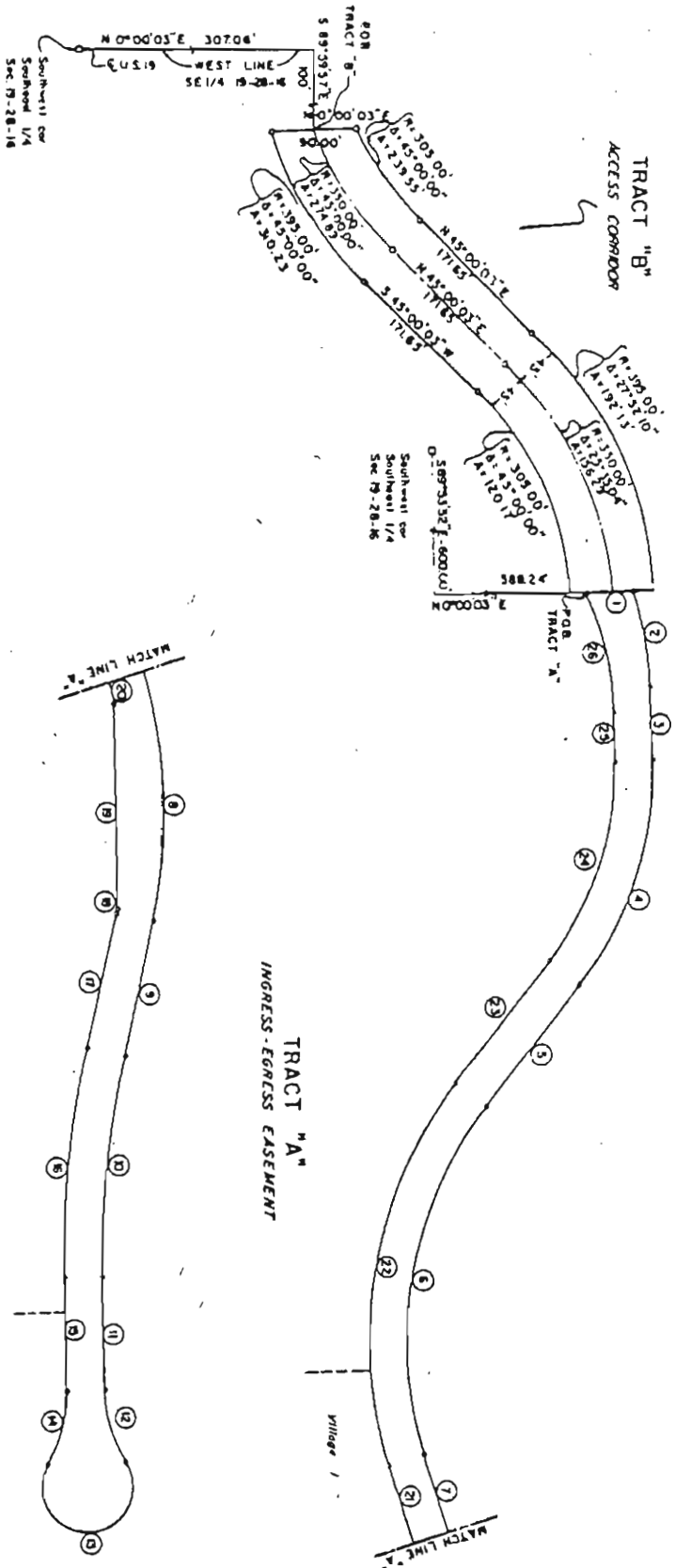
I hereby certify that on this 21<sup>st</sup> day of January, 1982, the property described herein under the heading DESCRIPTION OF ALL LANDS THAT MAY BECOME A PART OF HAMMOCK PINE VILLAGE I - A CONDOMINIUM was surveyed and stated and that the dimensions and angles are correct. I further certify that the construction of the improvements to Phase I are substantially complete to that the material, together with the provisions of the Declaration describing Phase I of the condominium property, is an accurate representation of the location and dimensions of the improvements and of each unit, and that the identification, location and dimensions of the common elements and each unit in Phase I can be determined from these materials.

Jack D. Boyd  
Professional Land Surveyor 33000  
State of Florida

HAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY  
FLORIDA



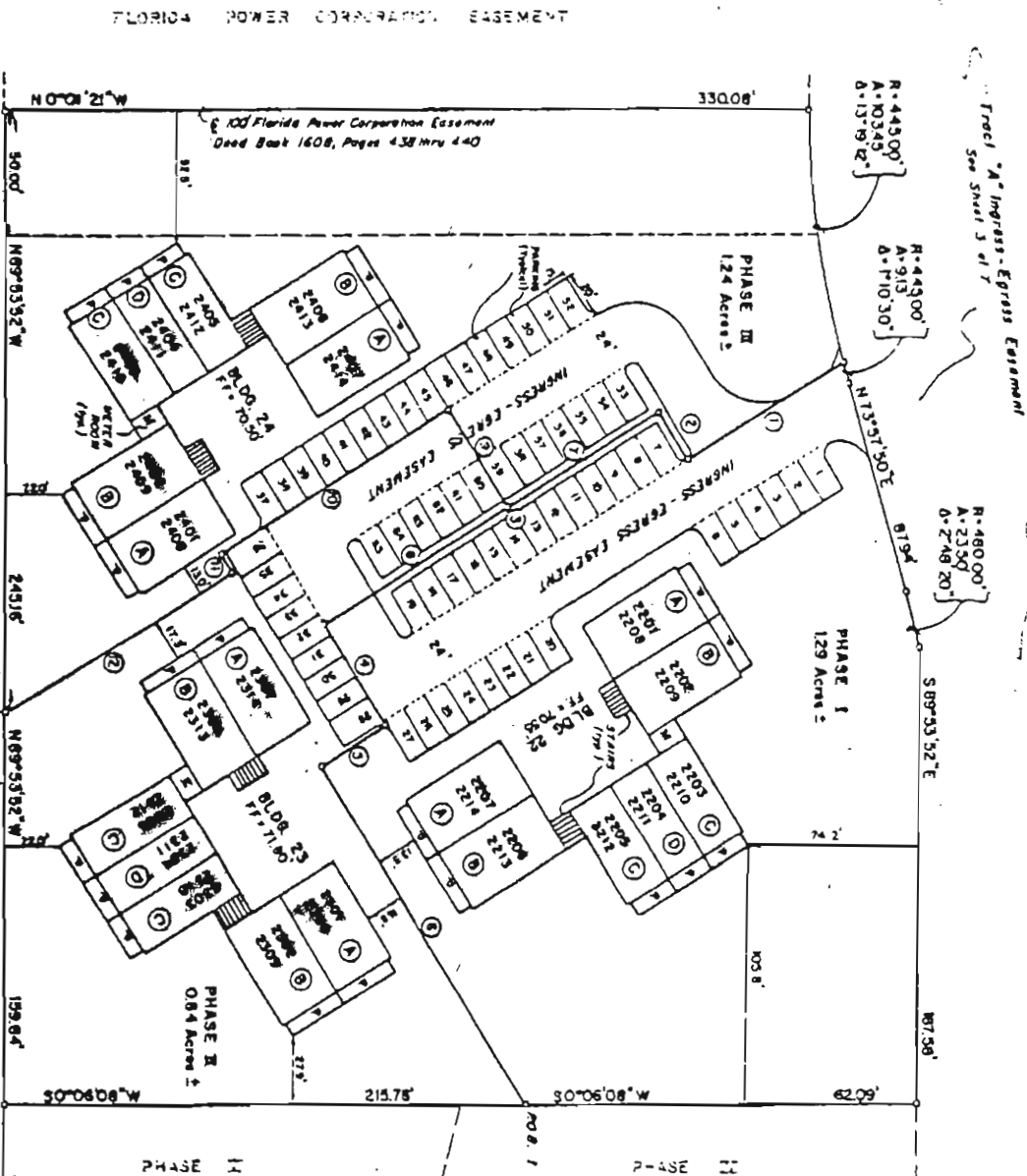
ILAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY  
FLORIDA



COURSE DATA

1	N 00°00'03" E - 51.47'	17	N = 150.00' A = 83.22' Δ = 31°47'18"
2	R = 370.00' A = 104.78' Δ = 16°13'30"	18	N 89°53'52" W - 121.86'
3	N 89°57'50" E - 70.35'	19	N = 1020.00' A = 246.53' Δ = 13°50'54"
4	R = 370.00' A = 254.31' Δ = 40°00'00"	20	N 78°01'58" W - 146.14'
5	S 50°02'10" E - 161.63'	21	R = 460.00' A = 4.32' Δ = 00°30'57"
6	R = 405.00' A = 395.84' Δ = 56°00'00"	22	N 89°53'52" W - 221.38'
7	N 73°57'50" E - 87.94'	23	R = 460.00' A = 23.50' Δ = 02°48'20"
8	R = 520.00' A = 272.15' Δ = 29°59'12"	24	S 73°57'50" W - 87.94'
9	S 76°02'58" E - 146.14'	25	R = 445.00' A = 414.94' Δ = 56°00'00"
10	R = 980.00' A = 236.87' Δ = 13°50'54"	26	N 50°02'10" W - 161.63'
11	S 89°53'52" E - 121.86'	27	R = 330.00' A = 230.38' Δ = 40°00'00"
12	R = 150.00' A = 83.22' Δ = 31°47'18"	28	S 89°57'50" W - 52.87'
13	R = 50.00' A = 212.56' Δ = 24°34'36"	29	R = 330.00' A = 132.41' Δ = 22°59'23"

FLAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY  
FLORIDA



SCALE: 1"=40'

SURVEYOR'S NOTES

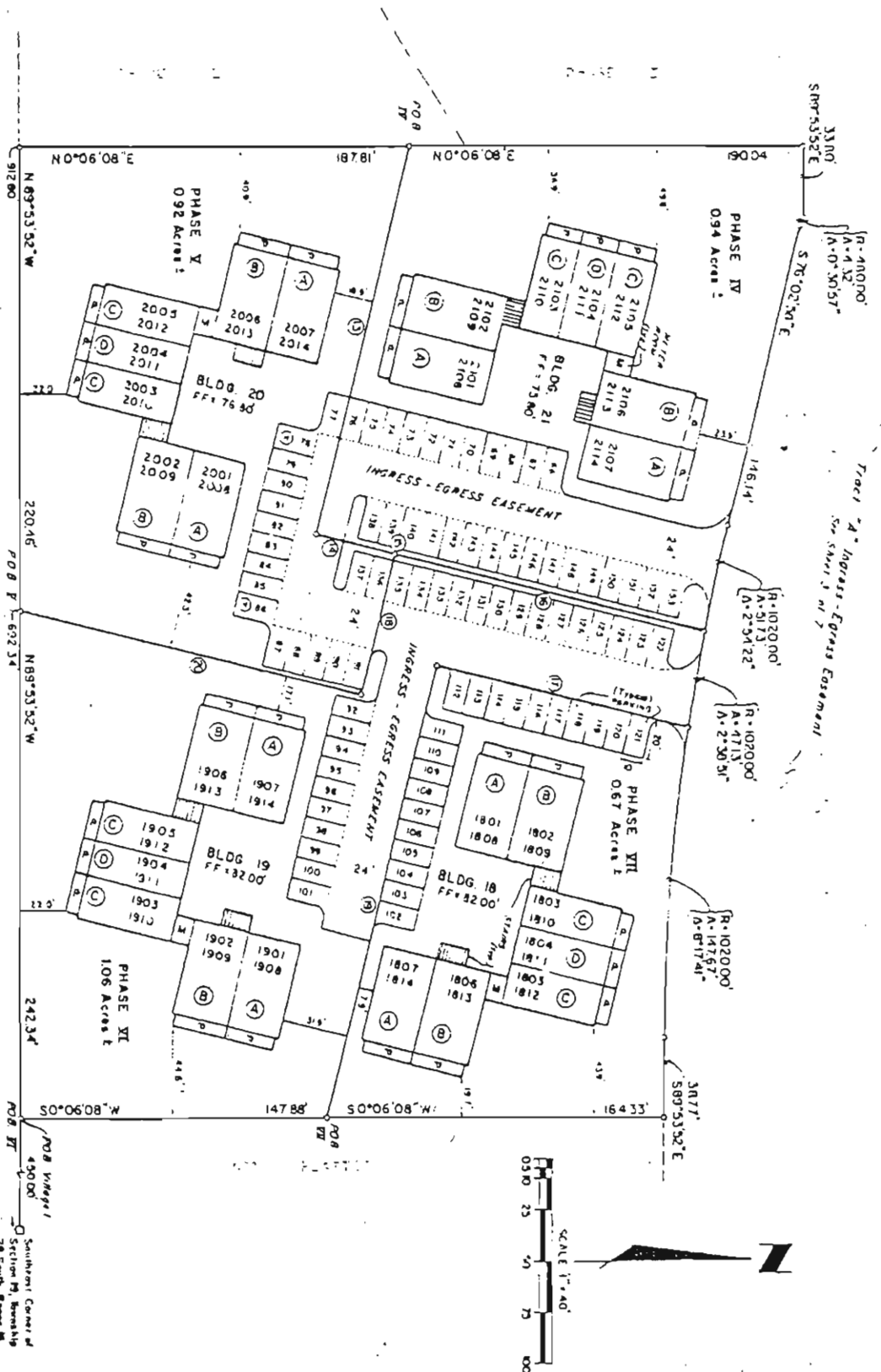
1. This is a Phase Condominium created pursuant to Section 716.401 of the Condominium Act. Phases 2 through 7 may be added by amendment as provided therein.
2. See Sheet 2 of 7 for typical unit and building dimensions.
3. Elevations shown are based on USCGS mean sea level datum.
4. Bearings shown herein are relative to an assumed datum.
5. The developer reserves the right to assign the parking spaces.
6. Common elements are those portions of the condominium property that are not contained within the individual condominium units or the limited common elements.
7. Of the proposed improvements shown herein, Phase I will be substantially complete effective the date of execution of the Surveyor's Certificate on Sheet I of 7.
8. The improvements in Phases 2 through 7 are proposed and will be completed at a later date.
9. (H) - indicates handicapped parking, 12.00 feet by 20.00 feet.
10. Remaining parking spaces, 10.00 feet by 20.00 feet.
11. P - indicates porch or balcony.

Southeast Corner of Section 19, Township 28 South, Range 16 East.

EXHIBIT "E"  
Page 4



**HAMMOCK PINE VILLAGE I - A CONDOMINIUM**  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY  
FLORIDA



**COURSE DATA**

- ① N 76°07'58" W - 169.50'
- ② S 11°51'02" W - 40.00'
- ③ S 11°51'02" W - 191.91'
- ④ S 11°51'02" W - 151.91'
- ⑤ S 11°51'02" W - 125.41'
- ⑥ S 76°02'58" E - 69.50'
- ⑦ S 76°02'58" E - 272.40'
- ⑧ S 11°51'02" W - 169.59'
- ⑨ S 11°51'02" W - 125.41'
- ⑩ S 76°02'58" E - 69.50'
- ⑪ S 76°02'58" E - 272.40'
- ⑫ S 11°51'02" W - 169.59'

ILAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE 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:

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 912.00 feet; thence M 0°06'00" E, for 215.76 feet to the POINT OF BEGINNING; thence S 54°06'00" W, for 162.09 feet; thence M 31°53'52" W, for 31.83 feet; thence S 54°06'00" W, for 21.00 feet; thence M 31°53'52" W, for 161.00 feet; thence M 58°06'00" E, for 21.00 feet; thence M 31°53'52" W, for 75.62 feet; to a point on a curve; thence southerly line of TRACT A (TIMBERLSS-60855 (ASSTWMT)); thence along said southerly line of TRACT A by the following four (4) courses: (1) northeasterly 9.13 feet along the arc of a curve concave to the Northwest having a radius of 445.00 feet, a central angle of 1°10'30", and a chord of 9.13 feet; to a point of curvature; (2) northeasterly 21.50 feet along the arc of a curve concave to the Northwest having a radius of 440.00 feet, a central angle of 2°48'20", and a chord of 21.50 feet; bearing M 75°22'00" E; (3) S 89°53'52" E along a line 37.65 feet north of and parallel with the South line of said Southeast 1/4, for 187.58 feet; thence S 0°06'00" W, for 162.09 feet, to the POINT OF BEGINNING, containing 1.29 acres, more or less.

DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE II

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 M 89°53'52" W along the South line of said Southeast 1/4, for 912.00 feet, to the POINT OF BEGINNING; thence continue M 89°53'52" W along said South line, for 159.84 feet; thence M 31°53'52" W, for 108.11 feet; thence S 58°06'00" E, for 9.08 feet; thence S 31°53'52" E, for 70.00 feet; thence M 58°06'00" E, for 49.00 feet; thence S 31°53'52" E, for 31.83 feet; thence M 58°06'00" E, for 162.97 feet; thence S 0°06'00" W, for 215.76 feet, to the POINT OF BEGINNING, containing 0.84 acres, more or less.

DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE III

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 M 89°53'52" W along the South line of said Southeast 1/4, for 1072.64 feet, to the POINT OF BEGINNING; thence continue M 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 shown on Deed Book 1608, pages 438 through 440, of the Public Records of Pinellas County, Florida; thence M 0°01'21" W along said centerline, for 310.00 feet; to a point on a curve of the southerly line of TRACT A (TIMBERLSS-60855 (ASSTWMT)); thence easterly 101.43 feet along the arc of said curve concave to the North, having a radius of 445.00 feet, a central angle of 1°19'12", and a chord of 101.22 feet, bearing N 81°47'56" E; thence S 31°53'52" E, for 75.62 feet; thence S 58°06'00" W, for 21.00 feet; thence S 31°53'52" E, for 71.00 feet; thence S 58°06'00" W, for 42.00 feet; thence S 31°53'52" E, for 112.00 feet; thence S 58°06'00" E, for 9.08 feet; thence S 31°53'52" E, for 108.11 feet, to the POINT OF BEGINNING, containing 1.24 acres, more or less.

DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE IV

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 M 89°53'52" W along the South line of said Southeast 1/4, for 912.00 feet; thence M 0°06'00" E, for 190.04 feet to the POINT OF BEGINNING; thence continue (ASSTWMT); thence along said southerly line of TRACT A (TIMBERLSS-60855 (4) courses: (1) S 89°53'52" E along a line 117.65 feet north of and parallel with the South line of said Southeast 1/4, for 33.80 feet; to a point on a curve; (2) easterly 4.32 feet along the arc of said curve concave to the south having a radius of 440.00 feet, a central angle of 0°30'57", and a chord of 4.32 feet, bearing S 76°10'26" E, to a point of curvature; (3) S 76°02'58" E, for 146.14 feet to a point of curvature; (4) southerly 51.13 feet, along the arc angle of 2°54'22", and a chord of 51.13 feet, bearing S 77°30'09" E; thence S 12°57'02" W, for 191.53 feet; thence M 76°02'58" W, for 189.50 feet to the POINT OF BEGINNING, containing 0.94 acres more or less.

DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE V

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 M 89°53'52" W along the South line of said Southeast 1/4, for 692.34 feet to the POINT OF BEGINNING; thence continue M 89°53'52" W along said South line, for 220.46 feet; thence M 0°06'00" E, for 187.81 feet; thence S 76°02'58" E, for 189.50 feet; thence S 12°57'02" W, for 169.59 feet to the POINT OF BEGINNING, containing 0.92 acres more or less.

DESCRIPTION - ALL LANDS THAT MAY BE INCLUDED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE VI

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 M 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 M 89°53'52" W, along said South line, for 242.14 feet; thence M 13°57'02" E, for 169.59 feet; thence M 76°02'58" W, for 69.50 feet; thence M 12°57'02" E, for 153.93 feet to a point on a curve of the southerly line of TRACT A (TIMBERLSS-60855 (ASSTWMT)); 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°06'00" W, for 167.00 feet to the POINT OF BEGINNING, containing 1.06 acres more or less.

WILLIAM H. BARNETT, JR., ATTORNEY AT LAW  
1000 1st Avenue North, Suite 1000  
St. Petersburg, Florida 33701  
Tel. (813) 335-1111  
Fax (813) 335-1112

ILAMMOCK PINE VILLAGE I - A CONDOMINIUM  
A PHASE CONDOMINIUM LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

DESCRIPTION - ALL LANDS THAT MAY BE INCORPORATED IN ILAMMOCK PINE VILLAGE I - A CONDOMINIUM, PHASE VII

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 M 89°33'52" W along the South line of said Section 19, for 450.00 feet; thence M 0°06'08" E, for 147.88 feet; thence M 115°37'02" E, for 125.41 feet; to a point on a curve of the southerly line of tract A (ILAMMOCK PINE VILLAGE I), 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 1°13'48", and a chord of 147.54 feet, bearing S 85°45'02" E, to a point of tangency; thence S 89°33'52" 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 acres, more or less.

LEGAL DESCRIPTION (Recreation Area)

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 M 89°33'52" W along the South line of said Section 19, for 1117.00 feet; thence M 0°06'08" E, for 147.88 feet; thence M 115°37'02" E, for 125.41 feet; to a point on a curve of the southerly line of tract A (ILAMMOCK PINE VILLAGE I), 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 1°13'48", and a chord of 147.54 feet, bearing S 85°45'02" E, to a point of tangency; thence S 89°33'52" 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 1.18 acres more or less.

100-foot Florida Power Corporation Easement

That portion of the 100-foot Florida Power Corporation easement, as recorded in Deed Book 1608, Pages 438 through 440, lying within the South 1/4 of the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19; thence M 89°33'52" W along the South line of said Section 19, for 1262.00 feet; to the POINT OF BEGINNING; thence continue M 89°33'52" W along said South line, for 100.00 feet; thence M 0°01'21" W, for 666.30 feet; to the North line of the South 1/4 of the Southeast 1/4 of said Section 19; thence M 89°33'50" E along said line, for 100.00 feet; thence S 0°01'21" E, for 666.54 feet, to the POINT OF BEGINNING, containing 1.53 acres, more or less.

LEGAL DESCRIPTION - TRACT B (ACCESS CORRIDOR)

A strip of land lying within the Southeast 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 48 feet on each side of the following described line:

Commence at the Southwest corner of the Southeast 1/4 of said Section 19; thence M 0°00'03" E along the centerline of U.S. Highway No. 19 (State Road No. 551), the same being the West line of said Southeast 1/4, for 507.06 feet; thence S 89°33'57" 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°00'00" and a chord of 267.88 feet, bearing M 87°30'03" E, to the point of tangency; thence M 45°00'03" E, for 121.65 feet to a point of curvature of a curve concave to the Southeast; thence northeasterly 356.29 feet along the arc of said curve having a radius of 350.00 feet, a central angle of 25°35'04", and a chord of 354.99 feet, bearing M 57°43'35" E, to a point of intersection with a line 600.00 feet East of and parallel with West line of said Southeast 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.

LEGAL DESCRIPTION TRACT A (Improvement Easement)

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

Commencing at the Southwest corner of the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, thence S 89°33'52" E along the South line of said Southeast 1/4, for 600.00 feet; thence M 0°00'01" E along a line 600 feet East of and parallel with the West line of said Southeast 1/4, for 508.74 feet; to the POINT OF BEGINNING, thence continue M 0°00'01" E along said line, for 51.47 feet to a point on a curve; thence northeasterly 104.78 feet along the arc of a curve concave to the Southeast having a radius of 370.00 feet, a central angle of 1°13'50", and a chord of 104.43 feet bearing M 81°51'05" E, to a point of tangency; thence M 89°33'50" E, for 78.35 feet, to a point of curvature; thence southeasterly 238.31 feet along the arc of a curve concave to the Southeast having a radius of 370.00 feet, a central angle of 40°00'00", and a chord of 253.09 feet bearing S 70°02'10" E to a point of tangency; thence S 50°02'10" E, for 163.63 feet to a point of curvature; thence southeasterly 395.84 feet along the arc of a curve concave to the Northwest having a radius of 405.00 feet, a central angle of 56°00'00", and a chord of 300.27 feet bearing S 78°02'10" E to a point of tangency; thence M 73°51'50" E, for 87.94 feet to a point of curvature; thence easterly 272.15 feet along the arc of a curve concave to the South having a radius of 520.00 feet, a central angle of 29°33'12" and a chord of 269.05 feet, bearing M 84°51'26" E to a point of tangency; thence S 76°02'50" E, for 146.14 feet to a point of curvature; thence southeasterly 236.80 feet along the arc of a curve concave northeasterly having a radius of 980.00 feet, a central angle of 13°50'54", and a chord of 236.79 feet bearing S 82°58'25" E to a point of tangency; thence S 89°33'52" E, for 121.86 feet to a point of curvature; thence northeasterly 83.22 feet along the arc of a curve concave to the Northwest having a radius of 150.00 feet, a central angle of 31°47'18", and a chord of 82.16 feet bearing M 74°12'28" E to a point of reverse curvature; thence southerly 212.56 feet along the arc of a curve concave westerly having a radius of 50.00 feet, a central angle of 24°33'36", and a chord of 85.00 feet bearing S 0°06'08" W to a point of reverse curvature; thence northeasterly 83.22 feet along the arc of a curve concave to the South having a radius of 150.00 feet, a central angle of 31°47'18", and a chord of 82.16 feet bearing M 74°00'11" W to a point of tangency; thence M 89°33'52" W, for 121.86 feet to a point of curvature, thence northeasterly 246.51 feet along the arc of a curve concave to the Northwest having a radius of 1020.00 feet, a central angle of 13°50'54", and a chord of 245.93 feet bearing M 82°58'25" W to a point of tangency; thence M 76°02'50" W, for 146.14 feet to a point of curvature; thence northeasterly 480.00 feet along the arc of a 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 M 76°18'26" W; thence M 89°33'52" W 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; thence southeasterly 21.50 feet along the arc of said curve concave to the Southwest having a radius of 480.00 feet, a central angle of 2°48'20", and a chord of 21.50 feet bearing S 75°22'00" W to a point of tangency; thence S 73°51'50" W, for 87.94 feet to a point of curvature; thence northeasterly 414.94 feet along the arc of a curve concave to the Northeast having a radius of 445.00 feet, a central angle of 36°00'00", and a chord of 417.81 feet bearing M 78°02'10" W to a point of tangency; thence M 50°02'10" W, for 163.63 feet to a point of curvature; thence northeasterly 230.36 feet along the arc of a curve concave to the Southwest having a radius of 370.00 feet, a central angle of 40°00'00", and a chord of 225.71 feet bearing M 70°02'10" W to a point of tangency; thence S 89°33'50" W, for 35.87 feet to a point of curvature; thence southeasterly 112.41 feet along the arc of a curve concave to the Southeast having a radius of 370.00 feet, a central angle of 22°59'23", and a chord of 111.53 feet bearing S 78°28'05" W to the POINT OF BEGINNING, containing 2.02 acres more or less.