

Condominium Declaration
Walsingham Apartments, Inc.

DECLARATION OF CONDOMINIUM
OF
WALSINGHAM APARTMENTS, INC.

JUN 1 9 41 AM '71

THIS DECLARATION OF CONDOMINIUM made this 19th day of May, 1971, by E & N CORPORATION, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Developer"), for itself, its grantees, successors and assigns, wherein the Developer makes the following declarations:

1. Submission to Condominium Ownership. Whereas the Developer is the owner in fee simple of the following property situate, lying and being in Pinellas County, Florida, to wit:

Begin at the SE corner of the SW 1/4 of Sec. 7, Twp. 30 S, Rge. 15 E.; thence N. 89°07'59" W. along the section line 956.38 ft.; thence N. 00°00'46" W. 50.00 ft. to the P.O.B.. Thence along the northerly R/W line of State Rd. #694, N. 89°07'59" W. 11.89 ft.; thence along the arc of a curve deflecting to the right an arc distance of 138.31 ft., the chord of which bears N. 87°01'12" W., a chord distance of 138.28 ft., said curve having a radius of 1875.15 ft.; thence N. 00°00'46" W. 134.98 ft.; thence N. 89°07'59" W. 174.27 ft. to a point on the Easterly R/W line of 146 St. No.; thence along the easterly R/W line of said 146 St. No., N. 01°20'51" W., 120.00 ft.; thence S. 89°07'59" E. along the S. line of Blk."E" YELLOW BANKS GROVE THIRD ADDITION, as recorded in Plat Book 50, page 10 of the Public Records of Pinellas County, Florida, a distance of 320.60 ft.; thence S. 1°26'11" E., 260.18 ft. to the P.O.B.

Begin the the SE corner of the SW 1/4 of Sec.7, Twp. 30 S, Rge. 15 E.; thence N. 89°07'59" W. along the section line 956.38 ft.; thence N. 00°00'46" W. 50.00 ft.; thence along the northerly R/W line of State Rd. #694, N. 89°07'59" W. 11.89 ft.; thence along the arc of a curve deflecting to the right an arc distance of 42.51 ft.; the chord of which bears N. 88°29'01" W., a chord distance of 42.51 Ft.; said curve having a radius of 1875.15 ft. to the P.O.B.. Thence along the arc of a curve deflecting to the right an arc distance of 95.80 ft., the chord of which bears N. 86°22'14" W., a chord distance of 95.79 ft., said curve having a radius of 1875.15 ft.; thence N. 00°00'46" W. 134.98 ft.; thence N. 89°07'59" W. 174.27 ft. to a point on the easterly R/W line of 146 St. No.; thence along the easterly R/W line of said 146 St.No. N. 01°20'51"W. 65.63 ft.; thence S. 89°07'59" E. parallel to the S. line of Blk."E" YELLOW BANKS GROVE THIRD ADDITION, as recorded in Plat Book 50, page 10 of the Public Records of Pinellas County, Florida, a distance of 266.31 ft.; thence S. 1°26'11" E. 205.32 ft. to the P.O.B..

and whereas the Developer intends to submit a portion thereof to condominium ownership pursuant to Chap. 711, Florida Statutes of 1965, as amended, known as "The Condominium Act"(hereinafter referred to as the "Act"), now therefore the Developer does hereby submit to condominium ownership a fee simple interest in the following property

Begin at the SE corner of SW 1/4 of Sec. 7, Twp. 30 S., Rge. 15 E: thence N. 89°07'59" W. along the section line 956.38 ft.; thence N. 00°00'46" W. 50.00 ft. to the P.O.B.. Thence along the northerly R/W line of State Rd. #694, N. 89°07'59" W. 11.89 ft.; thence along the arc of a curve deflecting to the right an arc distance of 138.31 ft., the chord of which bears N. 87°01'12" W., a chord distance of 138.28 ft., said curve having a radius of 1875.15 ft.; thence N. 00°00'46" W. 134.98 ft.; thence N. 89°07'59" W. 174.27 ft. to a point on the easterly R/W line of 146 St. No.; thence along the easterly R/W line of said 146 St. No. N. 01°20'51" W., 120.00 ft.; thence S. 89°07'59" E., along the S. line of Blk."E" YELLOW BANKS GROVE THIRD ADDITION, as recorded in Plat Book 50, page 10 of the Public Records of Pinellas County, Florida, a distance of 320.60 ft.; thence So. 1°26'11" E., 260.18 ft. to

This instrument was prepared by Theodore F. McLane, Williams & McLane, 251 N. Clearwater-Largo Road, Largo, Florida 33540

2. Name. The name by which this condominium shall be known and identified is WALSINGHAM APARTMENTS, INC., a Condominium, and its address is 14531 Indian Rocks Rd., Largo, Florida.

3. Survey and Floor Plan. A survey of the land subject to this condominium and of the land leased to WALSINGHAM APARTMENTS, INC., and a graphic description of the improvements constructed or to be constructed thereon, a plat plan locating such improvements and a floor plan identifying each unit and the common elements and their respective locations and approximate dimensions are recorded in Condominium Book 7, pages 94 of the Public Records of Pinellas County, Florida, and is attached hereto as Exhibit "A" and by this reference is incorporated herein and made a part hereof. The Condominium units shall be known and numbered as described in Sheets 1 through 1 of said Exhibit "A".

4. Development Plan. WALSINGHAM APARTMENTS, INC. will consist of fifty (50) units; each being a one-family dwelling, to be constructed in accordance with plans and specifications prepared by the Developer, title to each of said units being vested in the Developer or its grantee. Title shall be conveyed by Warranty Deed in the form attached hereto as Exhibit "B", which exhibit is incorporated herein by reference.

5. Definitions. The terms used in the Declaration and in its exhibits shall have the meanings stated in the Condominium Act. (Sec. 711.03, Florida Statutes 1967) and as follows, unless otherwise indicated.

5.(a) Apartment or Unit means unit as defined by the Condominium Act, and includes roof overhang, eaves, window sills, porches, stoops and all projecting integral parts of the structure.

5.(b) Owner means unit owner as defined by the Condominium Act.

5.(c) Association means "WALSINGHAM APARTMENTS, INC." and its successors.

5.(d) Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Act.

5.(e) Common Expenses shall include:

1. Expenses of administration, expenses of maintenance, replacement of the common elements, and of the portions of units to be maintained by the Association.

2. Expenses declared common expenses by provisions of this Declaration or the By-Laws.

3. Any valid charge against the Condominium property as a whole.

4. Charges for utility services except such services as are metered separately to each unit.

5. A pro-rata share of payments due under the terms of the lease between E & N CORPORATION, as Landlord, and WALSINGHAM APARTMENTS, INC., as Tenant, a copy of which lease is attached hereto as Exhibit "C".

5.(f) Utility Services shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal and cable television.

6. Ownership of Common Elements. The undivided share owned by each owner in the common elements appurtenant to each unit, the fraction of sharing common expenses and owning common surplus shall be one fiftieth (1/50) for each condominium unit.

7. Amendments of Declaration. The Developer reserves the right to amend this Declaration of Condominium with the consent of the unit owners, and the exhibits in connection therewith for the specific purpose of reflecting minor changes in the building plans or more accurate locations of the boundaries between units and arrangement of units. This right is reserved until the sale of the last condominium unit by the Developer to the original purchaser.

thereof and the recording of a deed thereto.

8. Easements.

Owners of units shall have a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, elevators, walks and other common elements; also an exclusive easement for the use of the air space occupied by the condominium, and cross easements for support, maintenance, repairs, replacements and utilities servicing each condominium unit; and an easement to and from the parking and recreation areas, laundry and utility rooms, and all utility meters, lines and conduits wherever attached to the exterior walls or units.

9. Operation of Association. The affairs of the condominium shall be conducted by WALSINGHAM APARTMENTS, INC.. The Certificate of Incorporation of the Association is attached hereto as Exhibit "D" and incorporated herein by reference.

9.(a) Powers and Duties. The Association shall have all the powers necessary for the purpose of management of the apartment units and common elements, including the power to levy and enforce collection of assessments necessary to perform the duties of management and operation of the condominium.

9.(b) By-Laws. The operation of the condominium property shall be governed by the By-Laws of WALSINGHAM APARTMENTS, INC., a copy of which is attached to this Declaration of Condominium as Exhibit "E" and incorporated herein by reference.

9.(c) Membership. All unit owners shall automatically be members of the association and said membership shall terminate when they no longer own said units.

9.(d) Multiple Owners. Where a unit is owned by more than one owner, such owners shall be entitled to one vote.

9.(e) Transfer of Share. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except in connection with an apartment unit.

9.(f) Management. Notwithstanding anything herein contained to the contrary, the management of the affairs of the condominium and of the Association, including the common elements, recreation areas and parking areas, and collection of assessments, shall be performed by the Developer, or its assigns, for a period of one (1) year, or earlier within the discretion of the Developer, pursuant to a management agreement dated the 14th day of May, 1971, between the Developer and the Association, a copy of which is attached hereto as Exhibit "F" and incorporated herein by reference. Upon termination of said management agreement the management of this condominium shall revert to the Association.

10. Assessments; Common Expenses; Liabilities. Except as hereinafter provided with respect to lending institutions acquiring title, a unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of the unit. In a voluntary conveyance, the grantees shall be jointly and severally liable with the grantors for all unpaid assessments against the latter for the unit share of unpaid common expenses up to the time of such voluntary conveyance.

10.(a) The liability for common expenses may not be avoided by waiver of the use or enjoyment of any common elements, the leasehold property or by abandonment of the unit.

10.(b) Lending institutions acquiring title to condominium units by virtue of foreclosing a mortgage shall, while the title to such unit remains in the name of such institution and the unit is not occupied or leased, be relieved of the obligation to pay

a pro-rata share of the common expenses, including the portion attributable to any rent due the Developer or its assigns pursuant to the terms of the lease between the Developer and the Association as hereinafter more specifically mentioned. This provision shall not preclude such an assessment against an occupant of any apartment owned by such institution for services voluntarily accepted by the occupant.

10.(c) Termination. In the event this condominium is terminated, any sums due the Developer or its assigns pursuant to the lease attached hereto as Exhibit "C", shall be collectible directly from the owners of the apartment units, and the landlord shall acquire a lien upon the individual apartment units of each owner, and upon such owner's undivided interest in the common elements, for any sums due under said lease, and such lien shall also include reasonable attorneys fees incurred by the landlord incident to collection of such sum or the enforcement of such lien, and such lien shall continue until paid. Such lien may be enforced in the same manner as is herein provided for collection of assessments.

11. Annual Budget and Collection of Assessments.

11.(a) The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated common expenses.

11.(b) The estimated common expenses shall be assessed against each apartment in accordance with the formula heretofore set forth in Paragraph above. One-twelfth (1/12) of the amount assessed against each unit shall be payable on the first day of each month. In addition, the Association has the power to levy equal special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses.

11.(c) A unit share of the common expenses and installments thereon, not paid when due, shall bear interest from the date due until paid at the highest rate allowed by law.

11.(d) The Association shall have a lien on each condominium unit and against the owner for any unpaid common expenses, and interest thereon. Such lien shall include reasonable attorney's fees incurred by the Association incident to the collection of such common expenses or enforcement of such lien. Such lien shall be executed in and recorded in the Public Records of Pinellas County, Florida, in the manner provided by law, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the lien by the Association.

11.(e) In the event the owner of a unit fails to maintain the unit in an acceptable manner as determined by the Board of Directors of the Association, the Association shall have the right to assess the unit owner and the unit for the necessary sums to pay for the improvements. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

11.(f) Liens for the unit share of common expenses may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure of mortgage on real property as more fully set forth in Chapter 711, Florida Statutes 1967.

12. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

12.(a) Single family residences. The condominium property shall be used only for single family residences and for no other purpose.

12.(b) Nuisances. No nuisances shall be allowed upon the condominium property which interfere with the peaceful enjoyment by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no garbage shall be allowed to accumulate, nor any fire hazard allowed to exist.

12.(c) Lawful Use. No immoral, offensive or illegal shall be made of The Condominium property, nor any part there. All valid laws and zoning ordinances shall be observed.

12.(d) Room Rental. No rooms may be rented and no transient tenants accommodated.

12.(e) Apartments may be occupied by owner or owners plus either one (1) child thirteen years of age or older, or one (1) cat, or one (1) dog, but not any combination of pets thereof. All apartment units may be occupied according to the following schedule: studio apartments, two (2) persons only; one bedroom apartments, maximum of two (2) persons; two bedroom apartments, maximum of four (4) persons. Children thirteen years of age and older shall be considered "persons" for the purpose of this rule. Nothing herein contained, however, shall prevent owners from having children under thirteen years of age as visitors or guests for a limited period of time as determined by the Board of Directors of the Association. All dogs and cats shall be kept on leashes when outside the apartment units.

12.(f) The Board of Directors of the Association shall have the authority to require that pets be disposed of and to require unit owners with a pet or child to move from the condominium.

12.(g) Common elements shall not be obstructed, littered, defaced, or misused in any manner.

12.(h) No structural changes or alterations shall be made in any unit, except upon the approval of the Board of Directors of the Association.

12.(i) The recreation area shall be used only in accordance with posted rules and regulations established by the Board of Directors of the Association.

13. Conveyances: In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions:

13.(a) Sale or Lease. All leases must be approved by the Board of Directors of the Association.

13.(b) No unit owner may dispose of a unit or enter into a lease except under the following conditions. The provisions of this paragraph shall not apply to a mortgagee who has acquired title to a particular unit through foreclosure.

1. Notice to Directors. A unit owner intending to make a bona fide sale or a bona fide lease of over ten (10) months of his unit, shall give written notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Directors may reasonably require concerning the terms of the proposed transaction.

2. Approval of Directors. Within thirty (30) days after receipt of such notice, the Directors must either approve the transaction, or furnish a purchaser or lessee approved by the Directors who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Directors may not have less than thirty (30) days subsequent to the date of approval within which to close the transaction.

14. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

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

14.(b) Show no signs, advertisement, or notice of any type on the unit or on the common elements of his unit and erect no exterior antennas and aerials except as approved by the Board of Directors of the Association.

14.(c) Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit.

15. Insurance. Casualty and liability insurance upon the condominium property and the property of the condominium unit owners shall be governed by the following provisions:

15.(a) Authority to Purchase: Named Insured: All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium unit owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Condominium unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

15.(b) Coverage:

1. Casualty - All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by condominium unit owners, shall be insured in an amount equal to the maximum insurable replacement value by casualty insurance, as is customary with respect to buildings similar in construction, location and use.

2. Public Liability - Public liability insurance shall be obtained by the Board of Directors of the Association.

3. Workmen's Compensation - Workmen's compensation to meet the requirements of law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

15.(c) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall

be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium unit owners in accordance with the percentages herein specified.

15.(d) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium unit owners owning such units and their mortgagees, as their interests may appear, and it shall be the duty of these condominium unit owners to effect the necessary repairs to the improvements within their respective units.

15.(e) In the event that loss occurs to improvements within units and the contiguous common elements, payment under the insurance policies shall be made jointly to the Association, the condominium unit owner, and the mortgagee of the unit, as their interests may appear, and the proceeds shall be expended or disbursed as follows:

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

2. In the event all mortgagees do not agree to this endorsement of the proceeds as provided in the above paragraph, all payees shall endorse the insurance company's check to the Association as escrow agent, and the Association shall disburse the funds as follows:

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

(b) In the event the insurance proceeds are sufficient to rebuild all of the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored.

(c) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units.

In the event 75% of all owners of units vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event 75% of all owners of units in all sections of the Condominium are opposed to the special assessment, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraph of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph hereinafter.

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

16. Lease of Recreation Area. The Association, as Tenant, shall execute the lease attached hereto as Exhibit "C", with the Developer, as Landlord.

17. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Regulations of the Association. Failure of an apartment owner to comply with such documents shall entitle the Association to the following relief in addition to the remedies provided by the Condominium Act:

17.(a) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment, its appurtenances, or of the common elements, by the apartment owner.

17.(b) Costs and Attorney's Fees. In any proceeding arising because of a failure of an apartment owner to abide by the terms of this Declaration of Condominium, the Articles of Incorporation, the By-Laws, or the Regulations adopted pursuant to them, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

17.(c) No Waiver of Rights. The failure of the Association or any apartment 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.

18. Termination. The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

18.(a) Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damages, the condominium plan of ownership will be terminated.

18.(b) Agreement to Terminate. The condominium may be terminated at any time by written approval, in recordable form, of 75% of the record owners of all apartment units in all sections of the

condominium, and unanimous approval of all mortgagees of record having an interest in any of the apartment units in any section. If voted upon at a meeting of unit owners, written notice of such meeting shall be given to all unit owners not less than 30 days prior thereto. Upon affirmative vote of not less than 75% of all unit owners of the condominium to abandon and upon securing the written consent of all mortgagees of record having an interest in any of such apartment units, the condominium shall be terminated; provided however that such termination shall not be effective for a period of thirty (30) days immediately following the affirmative vote to abandon, during which time the dissenting unit owners shall have the first option to purchase apartment units from the apartment owners voting to abandon the condominium, upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners approving the termination. The Agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it 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 apartments; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be borne by the purchaser and seller equally.

3. Payment. The purchase price shall be paid in cash, unless otherwise agreed upon by the purchaser and seller.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

18.(c) 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 Vice-President certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Pinellas County, Florida.

18.(d) Shares of Owners After Termination. After termination of the condominium, the apartment owners shall own the condominium property and such assets of the Association as tenants in common in undivided shares, but each owner shall remain liable for leasehold rent under paragraph 16 hereof, and shall remain subject to all easements as herein provided under paragraph 1 and 8 hereof.

18.(e) Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

19. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every party thereof and therein and every unit owner and claimant of the land or any part thereof or interest therein in his heirs,

successors, executors, administrators and assigns shall be bound by all of the provisions of the Declaration.

20. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium unit whether by judgment or court order, or law, shall in no way effect any of the other provisions which shall remain in full force and effect.

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

IN WITNESS WHEREOF, E & N CORPORATION, a Florida Corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Vice President, this 19th day of May, 1971

Signed, sealed and delivered in the presence of:

Clayton L. Foster

Hubert D. E.

E & N CORPORATION

By: James F. Niederpruem
President

Attest: Hubert D. E.
Vice President

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES F. NIEDERPRUEM, President of E & N CORPORATION, a corporation under the laws of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 19th day of May, 1971.

Hubert D. E.
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
COMMISSION EXPIRES OCT. 29, 1974
ISSUED THROUGH FRED W. DIESTLHORST