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DECLARATION OF CONDOMINIUM
OF

HOWELL PARK CONDOMINIUM,
ARDSON PLACE, TAMPA, FLORIDA

RECEIVED

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CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

MADE this 4th day of January, 1973, by Sunshine State Service Corp., a Florida corporation, hereafter "Developer", for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE: The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, 1970, hereafter called the Condominium Act. The provisions of said chapter are incorporated herein by reference and made a part hereof. Any mandatory provision of said chapter shall control over any conflicting provisions of the condominium documents, and the provisions of the condominium documents control over any conflicting provisions of the statutes which are not mandatory.

1.1 NAME AND ADDRESS: The name by which this condominium is to be identified is "Howell Park Condominium", located at 2401, 2403, 2405 and 2407 Ardson Place, Tampa, Florida.

1.2 THE LAND: The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Hillsborough County, Florida:

Lots "A" and 1 and 2 in Block 21 of Revised Map of HOLDEN'S SUBDIVISION as per map or plat recorded in Plat Book 2, Page 19 of the Public Records of Hillsborough County, Florida, LESS the east ten feet of said Lot "A".

2. DEFINITIONS: The terms used herein and in the By-laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 APARTMENT means unit as defined by the Condominium Act.

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

2.3 ASSOCIATION means HOWELL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors.

2.4 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 Condominium Act.

2.5 COMMON EXPENSES include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and the portions of apartments to be maintained by the Association.

THIS INSTRUMENT PREPARED BY JAMES W. HAGAN OF
FOWLER, WHITE, GILLEN, HUMKEY, KINNEY & BOGGS, P.A.
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(b) Expenses declared common expenses by provisions of this declaration or the By-laws.

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

2.6 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

3.1 SURVEY: A survey of the land and a graphic description of the improvements on which units are located and a plot plan thereof are attached as EXHIBIT "A" and is in sufficient detail to identify the common elements and each unit and their relative locations and the approximate dimensions, when read together with the provisions of this Declaration of Condominium.

The condominium will include two apartment buildings, Building A and Building B, as specified in paragraph 3.2 below and as shown on EXHIBIT "A" attached hereto. This Declaration is to be recorded upon registered land surveyor and engineer Tom W. Kelley of Delta Engineering Company being able to make the certificate as provided by Florida Statutes section 711.08(1)(e) as to Building A shown on EXHIBIT "A". Upon completion of Building B, the Developer shall cause an architect, engineer or surveyor authorized to practice in the State of Florida to certify as to the completion of Building B in accordance with and as required by Florida Statutes section 711.08(1)(e), and such certificate shall be recorded in the Public Records of Hillsborough County, Florida and shall become a part of this Declaration as though attached hereto at the time of the initial recordation hereof.

In the event of a minor change in dimensions, location and/or elevation of any component of Building B or other part of the condominium facilities not yet completed, then EXHIBIT "A" shall be amended to reflect such change and the amendment together with the certificate as above provided shall be recorded and shall constitute an amendment to this Declaration to the extent of such change. Notwithstanding any other provision contained herein relating to amendment of this Declaration, Developer and/or subsequent owners of condominium parcels in Building A are hereby deemed to consent and agree that upon filing of such certificate and/or the amendment, if any, to EXHIBIT "A", that this Declaration shall ipso facto be amended in conformity therewith with the same force and effect as though such certificate and amendment were attached hereto at the time of the initial recordation hereof.

3.2 IMPROVEMENTS - GENERAL DESCRIPTION: The condominium includes two apartment buildings, each containing 28 units in nine stories, the elevators, balconies, walks, halls, stairs, storage, landscaping, automobile parking and other facilities and areas, as shown on EXHIBIT "A". Each apartment is identified by separate number set forth in paragraph 4 below and as delineated on EXHIBIT "A" attached hereto.

3.3 UPPER AND LOWER BOUNDARIES: The upper and lower boundaries of the apartment, herein referred to as the apartment or condominium unit, shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

3.4 PERIMETRICAL BOUNDARIES: The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

3.5 COMMON ELEMENTS: The common elements include the land and all other parts of the condominium not within the apartments. Each apartment owner shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings.

3.6 LIMITED COMMON ELEMENTS:

(a) Balconies and Patios: All balconies and patios not included within an apartment description shall be limited common elements appurtenant to the apartment immediately adjacent thereto to the extent that they are to be used by the respective adjacent apartment owners to the exclusion of other apartment owners. Balconies and patios included in an apartment description are not burdened with an easement in favor of other apartment owners and are subject to the exclusive use of the owners.

(b) Automobile Parking Areas: Automobile parking will be made available to apartment owners so that the occupants of each apartment will be assigned undercover parking for one automobile without charge. The Association shall have authority to make reasonable charges for the parking of automobiles in excess of one for each apartment.

3.7 EASEMENTS:

(a) Utility Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium, provided, however, such easements through an apartment 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.

(b) Easement of Unintentional and Non-Negligent Encroachments: If an apartment shall encroach upon any common element, or upon any other apartment, or a common element encroaches upon any apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner or the Association, then an easement appurtenant to such encroaching apartment or common element, as the case may be, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

4. APPURTENANCES TO APARTMENTS: The owner of each apartment shall own a share and certain interests in the condominium property, which share and interest are appurtenant to his apartment, including, but not limited to, the land and other common elements. The undivided shares in the common elements and common surplus, stated as percentages, are as follows:

<u>BUILDING A</u>				<u>BUILDING B</u>			
2405 Ardson Place		2407 Ardson Place		2401 Ardson Place		2403 Ardson Place	
<u>Unit No.</u>	<u>%</u>	<u>Unit No.</u>	<u>%</u>	<u>Unit No.</u>	<u>%</u>	<u>Unit No.</u>	<u>%</u>
203	2.06	201	2.06	203	2.06	201	2.06
204	1.26	202	1.26	204	1.26	202	1.26
303	1.84	301	1.84	303	1.84	301	1.84
304	1.26	302	1.26	304	1.26	302	1.26
403	1.84	401	1.84	403	1.84	401	1.84
404	1.26	402	1.26	404	1.26	402	1.26
503	1.84	501	1.84	503	1.84	501	1.84
504	1.26	502	1.26	504	1.26	502	1.26
603	1.88	601	1.88	603	1.88	601	1.88
604	2.43	701	1.88	703	1.88	602	2.43
703	1.88	801	1.88	803	1.88	701	1.88
704	2.43	901	1.88	903	1.88	702	2.43
803	1.88					801	1.88
804	2.43					802	2.43
903	1.88					901	1.88
904	2.43					902	2.43

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

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

(1) All portions of an apartment, including balconies and patios, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartment, floor and ceiling slabs, 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 an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained.

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

(b) By Apartment Owner: The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained,

(2) To maintain, repair and replace at his expense the air conditioning and heating equipment serving his apartment and all appliances and fixtures located in his apartment.

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

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

(c) Alteration and Improvements: Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval of the board of directors of the Association. A copy of plans for all such work shall be filed with the Association prior to the start of the work.

5.2 COMMON ELEMENTS:

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

(b) Alteration and Improvement: After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-laws. Any such alteration or improvement shall not interfere with the right of any apartment owners without their consent. The cost of such work shall not be assessed against an owner that acquired title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

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

6.1 SHARE OF COMMON EXPENSE: Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him.

6.2 INTEREST; APPLICATION OF PAYMENTS: Assessments and installments not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 LIEN FOR ASSESSMENTS: The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 RENTAL PENDING FORECLOSURE: In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. ASSOCIATION: The operation of the condominium shall be by Howell Park Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 ARTICLES OF INCORPORATION: A copy of the Articles of Incorporation of the Association is attached as EXHIBIT "B".

7.2 THE BY-LAWS of the Association shall be the by-laws of the condominium, a copy of which is attached as EXHIBIT "C".

7.3 MEMBERSHIP AND VOTING RIGHTS: The members of the Association and their voting rights shall be as specified in the Articles of Incorporation and the By-laws of the Association.

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

7.5 RESTRAINT UPON SEPARATION:

(a) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.

(b) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(c) The shares in the common elements appurtenant to units shall remain undivided and no action for partition of the common elements shall lie.

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

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

8.1 AUTHORITY TO PURCHASE; NAMED INSURED: All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda or insurance to the mortgagees of apartment owners. Such policies shall provide that payments

by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense for their personal property and for their living expense.

8.2 COVERAGE:

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

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

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

(b) Public Liability in such amounts and with such coverage as shall be required by the board of directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners jointly and severally and the Association.

(c) Workmen's Compensation policy to meet the requirements of the law.

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

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

8.4 INSURANCE TRUSTEE; SHARES OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to 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 such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

(i) When the building is to be restored - For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

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

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

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

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

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

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

9. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

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

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

(b) Apartment Building:

(i) Lesser Damage: If the damaged improvement is the apartment building, and if apartments to which not more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(ii) Major Damage: If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the board of directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owner of 75% of the common elements agree in writing to such reconstruction or repair.

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

9.2 PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, 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 the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

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

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

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

9.6 CONSTRUCTION FUNDS: The funds for payment of costs of reconstruction and repair after casualty held by the Insurance Trustee shall be disbursed in payment of such costs in the following manner:

(a) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

(d) 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 in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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

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

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

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

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

10.4 LAWFUL USE: No 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.

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

10.6 ACCESS: Each apartment owner shall allow the board of directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair and replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with the restrictions, reservations, covenants, conditions and easements and By-laws of the Association.

10.7 REGULATIONS: Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

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

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

11.1 TRANSFERS SUBJECT TO APPROVAL:

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

(b) Lease: No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association except to an apartment owner.

(c) Gift, Devise or Inheritance: If any apartment owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

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

(a) Notice to Association:

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

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

(iii) Gift, Devise or Inheritance; Other Transfers: An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owners as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

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

(b) Certificate of Approval:

(i) Sale: If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association which shall be recorded in the Public Records of Hillsborough County, Florida, at the expense of the purchaser.

(ii) Lease: If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association and delivered to the lessee.

(iii) Gift, Devise or Inheritance; Other Transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the Public Records of Hillsborough County, Florida, at the expense of the apartment owner.

(c) Approval of Corporate Owner or Purchaser: Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

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

(a) Sale: If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner, an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

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

(iii) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.

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

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

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

(c) Gift, Devise or Inheritance; Other Transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

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

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

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

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

11.4 MORTGAGE: No apartment owner may mortgage his apartment, or any interest in it, without the written approval of the Association, except to a bank, life 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.

11.5 Where the mortgagee of the first mortgage of record or the purchaser or purchasers of a condominium unit obtains title to the condominium parcel or unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses of assessments by the Association pertaining to such condominium unit or chargeable to the former owner of such condominium unit which became due prior to acquisition of title by said mortgagee or purchaser. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium units, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due assessments shall not apply to the owner who takes back a purchase money mortgage.

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

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

12. COMPLIANCE AND DEFAULT: Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

12.1 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, but only 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 or its appurtenances, or of the common elements, by the apartment owner.

12.2 COSTS AND ATTORNEYS' FEES: In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation, the By-laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover

the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

13. AMENDMENTS: Except as otherwise provided, this Declaration of Condominium may be amended in the following manner:

(a) Until the first election of directors, only by all of the directors, provided that the amendment does not increase the number of apartments or alter the boundaries of the common elements.

(b) After the first election of directors, by 75% of the entire membership.

(c) A resolution for amendment may be made either by a majority of the Board of Directors or by 25% of the members.

13.1 PROVISO: Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall unanimously consent; and no amendment shall change any apartment nor 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 apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. No amendment shall make any change in either the section entitled "Insurance" or in the section entitled "Reconstruction or Repair After Casualty" or Sections 11.4, 11.5, 11.6 and 11.7, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

14. TERMINATION: The condominium may be terminated in the manner provided by the Condominium Act of the State of Florida as amended from time to time.

15. DEVELOPERS UNITS AND PRIVILEGES: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. The Developer shall have the right to transact on the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office and use of the common elements to show apartments. The sales office, signs and all other items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. Developer retains the right to be the owner of unsold units under the same terms and conditions as other owners, except for the right to sell, rent or lease as contained in this paragraph. Further, the Developer may make such changes in the construction of the condominium and facilities as are reasonably necessary to produce the overall condominium, as shown by EXHIBIT "A", without reducing the overall size or quality of individual units.

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

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IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

SUNSHINE STATE SERVICE CORP.

By:

Thomas J. Murphy, President

Attest:

Joseph W. Taggart, Secretary

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH.

I HEREBY CERTIFY, that on this 4th day of January, 1973, before me personally appeared Thomas J. Murphy and Joseph W. Taggart, respectively as President and Secretary of Sunshine State Service Corp., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal in said County and State, the day and year last aforesaid.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES May 6, 1974

JOINDER OF MORTGAGEE

First Federal Savings and Loan Association of Tampa, herein called the Mortgagee, the owner and holder of a mortgage upon the following lands in Hillsborough County, Florida:

Lots "A" and 1 and 2 in Block 21 of Revised Map of HOLDEN'S SUBDIVISION as per map or plat recorded in Plat Book 2, Page 19 of the Public Records of Hillsborough County, Florida, LESS the east ten feet of said Lot "A",

which mortgage is dated September 29, 1971, and is recorded in Official Records Book 2372 at Page 318 of the Public Records

OFF. REC. 2610 PG 386

of Hillsborough County, Florida, as modified by Modification recorded December 18, 1972 in Official Records Book 2593 at Page 429 of said Public Records, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon all of the units and common elements of Howell Park Condominium according to the foregoing Declaration, including the exhibits thereto.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF TAMPA

By: Fred F. Church, Jr. President

Attest:

Billy B. Boyette
Secretary

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH.

I HEREBY CERTIFY, that on this 4th day of January, 1973 before me personally appeared Fred F. Church, Jr. and Billy B. Boyette, respectively as President and Secretary of First Federal Savings and Loan Association of Tampa, a corporation under the laws of the United States of America, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State, the day and year last aforesaid.

James W. Hagan
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES May 6, 1974

DESCRIPTION
LOTS 1, 162, BLOCK 21, REVISED MAP OF
HOLDEN'S SUBDIVISION, AS RECORDED IN
PLAT BOOK 2, PAGE 19, OF THE PUBLIC RE-
CORDS OF HILLSBOROUGH COUNTY, FLORIDA.
LESS THE EAST 10.00' OF LOT 1

SITE PLAN
HOWELL PARK
CONDOMINIUM APARTMENTS FOR
SUNSHINE STATE SERVICE CORP.

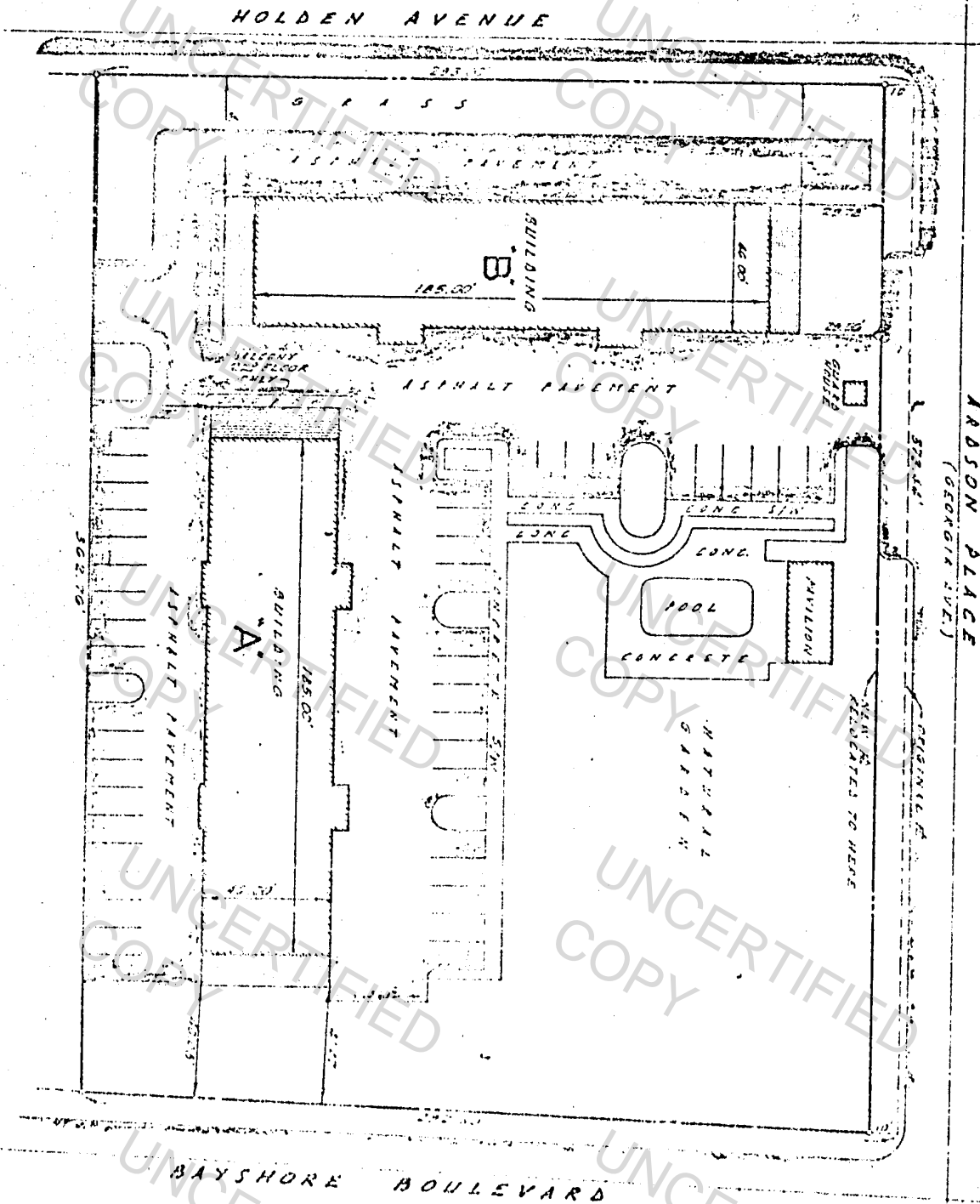


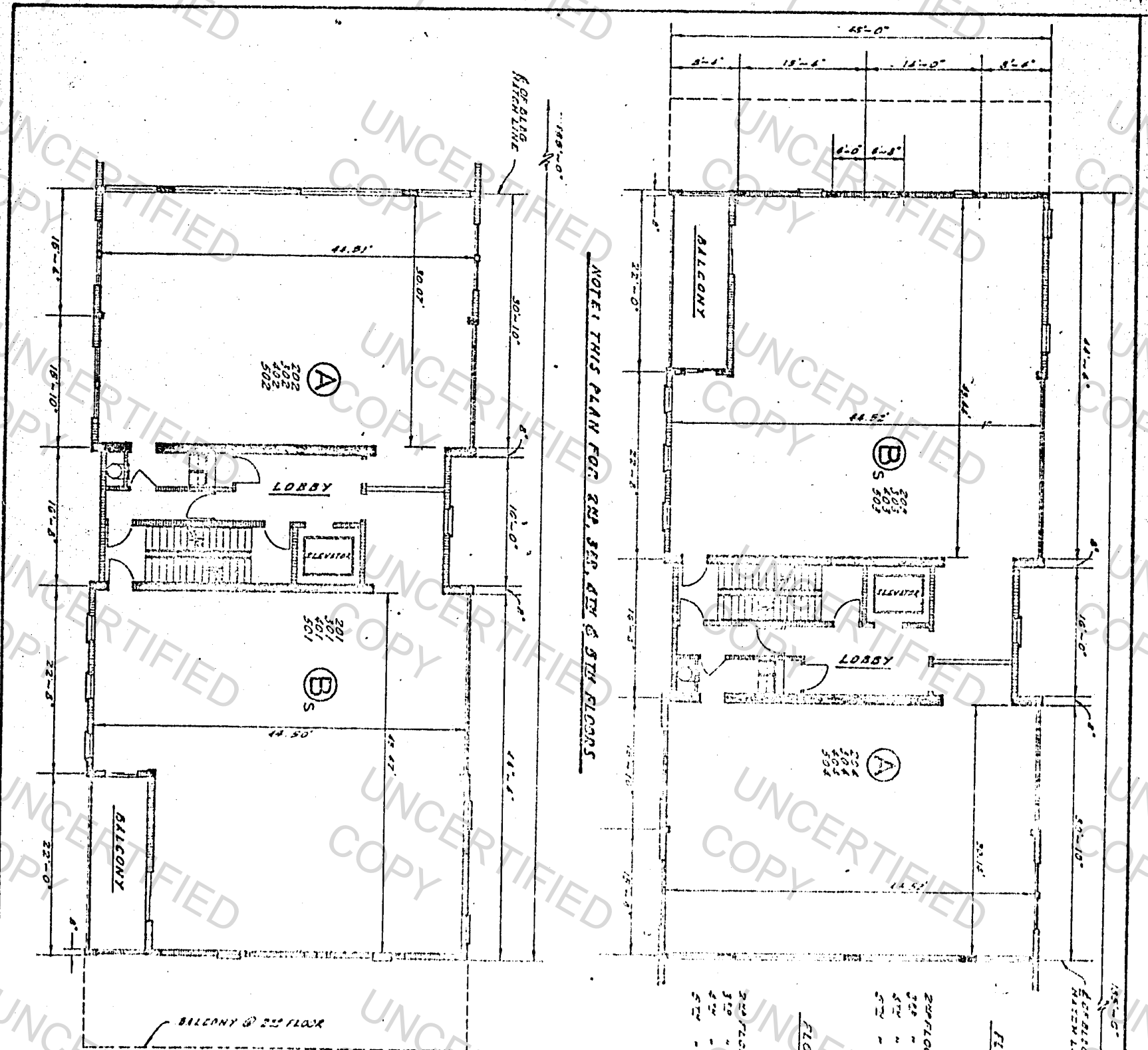
EXHIBIT "A"

SHEET 3 OF 3

SHEET 1 OF 3

HOWELL PARK
SUNSHINE STATE SERVICE CORP.
SUNSHINE STATE SERVICE CORP.

OFF. REC. 2610 PG 388



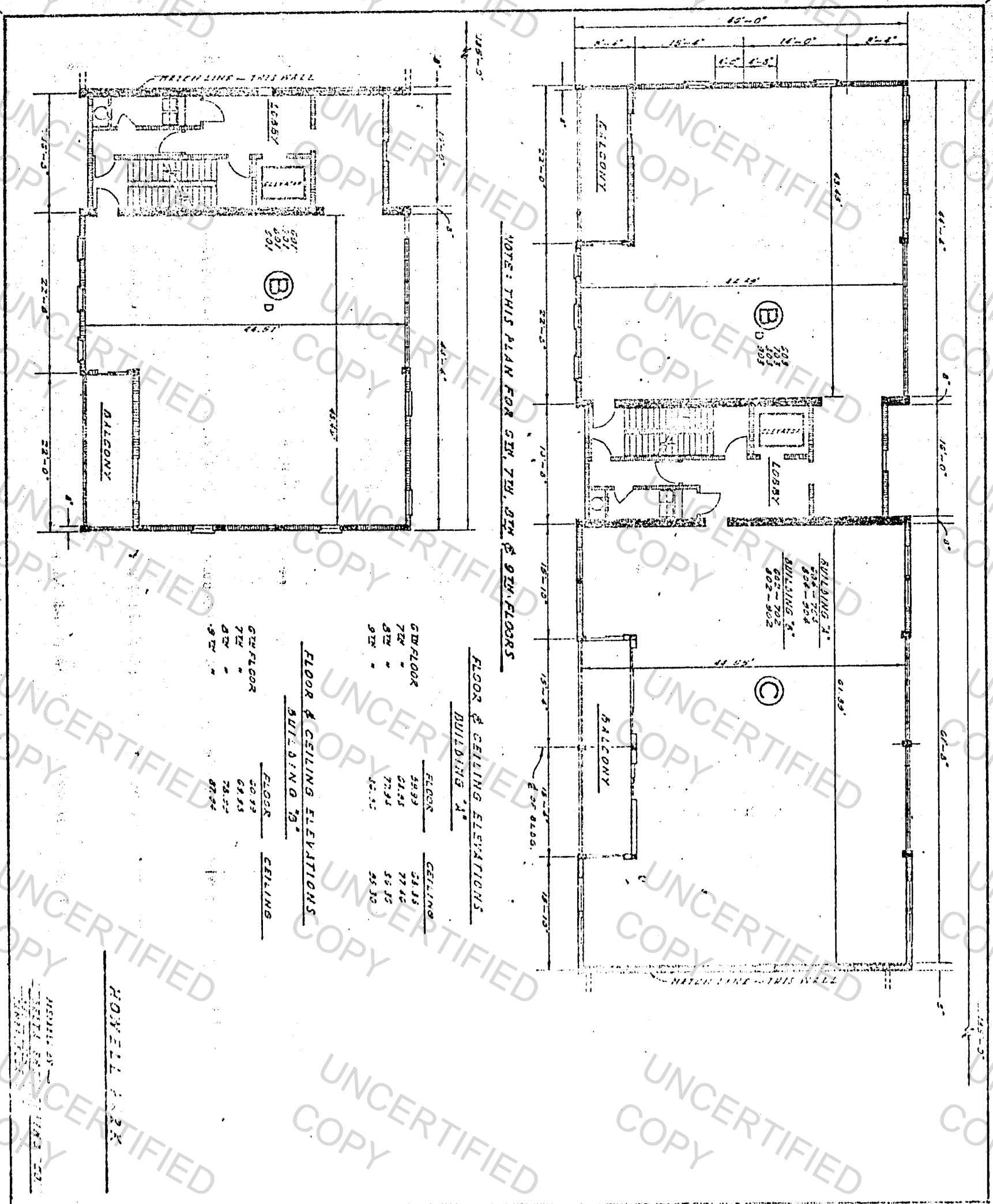
FLOOR & CEILING ELEVATIONS			
BUILDING "A"			
FLOOR	CEILING	FLOOR	CEILING
2ND FLOOR	12' 0"	3RD FLOOR	12' 0"
3RD FLOOR	12' 0"	4TH FLOOR	12' 0"
4TH FLOOR	12' 0"	5TH FLOOR	12' 0"
5TH FLOOR	12' 0"		

FLOOR & CEILING ELEVATIONS			
BUILDING "B"			
FLOOR	CEILING	FLOOR	CEILING
2ND FLOOR	12' 0"	3RD FLOOR	12' 0"
3RD FLOOR	12' 0"	4TH FLOOR	12' 0"
4TH FLOOR	12' 0"	5TH FLOOR	12' 0"
5TH FLOOR	12' 0"		

HOWELL PARK

DESIGNED BY
J. L. ENGINEERING CO.

SHEET 3 OF 3
SHEET 2 OF 3



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State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,

Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

HOWELL PARK CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 21st day of January,

A.D., 1972, as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 21st day of January,
A.D. 1972.

Richard (Dick) Stone

Secretary of State

EXHIBIT B

ARTICLES OF INCORPORATION
OF
HOWELL PARK CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE 1

NAME

The name of the corporation shall be Howell Park Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of Howell Park, a condominium, located upon the following lands in Hillsborough County, Florida:

Lots "A" and 1 and 2 in Block 21 of Revised Map of HOLDEN'S SUBDIVISION as per map or plat recorded in Plat Book 2, Page 19 of the Public Records of Hillsborough County, Florida

2.2 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE 3

POWERS

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

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

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium.
- g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
- i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

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

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

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

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Hillsborough County, Florida, a deed or other instru-

ment establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4 The owners of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.3 The first election of directors shall not be held until after Sunshine State Service Corp., the developer of said condominium, has closed the sales of all of the apartments of the condominium, or until said developer elects to terminate its control of the condominium, or until after December 31, 1973,

whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

Thomas J. Murphy	220 Madison Street Tampa, Florida
Joseph W. Taggart	220 Madison Street Tampa, Florida
Fred F. Church, Jr.	220 Madison Street Tampa, Florida
Harry A. MacEwen	1408 Swann Avenue Tampa, Florida
H. L. Crowder	601 South Magnolia Tampa, Florida

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Thomas J. Murphy	220 Madison Street Tampa, Florida
Vice President:	Fred F. Church, Jr.	220 Madison Street Tampa, Florida
Secretary:	Joseph W. Taggart	220 Madison Street Tampa, Florida
Treasurer:	Joseph W. Taggart	220 Madison Street Tampa, Florida

ARTICLE 7

INDEMNIFICATION

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

ARTICLE 8

BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9

AMENDMENTS

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

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

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

a. Such approvals must be by not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Hillsborough County, Florida.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

SUBSCRIBERS

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

OFF. REC. 2610 PG 398

Thomas J. Murphy

220 Madison Street
Tampa, Florida

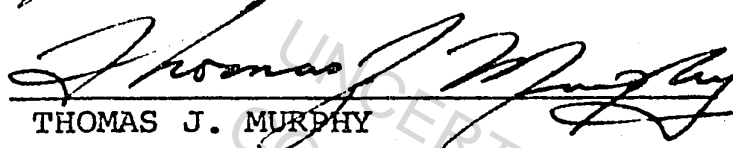
Joseph W. Taggart

220 Madison Street
Tampa, Florida

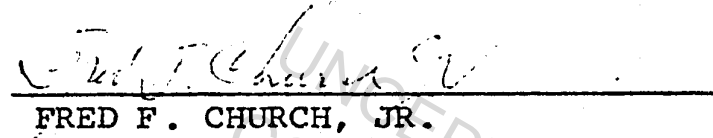
Fred F. Church, Jr.

220 Madison Street
Tampa, Florida

IN WITNESS WHEREOF the subscribers have affixed their
signatures this 5th day of January, 1972.


THOMAS J. MURPHY


JOSEPH W. TAGGART


FRED F. CHURCH, JR.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared
THOMAS J. MURPHY, JOSEPH W. TAGGART, and FRED F. CHURCH, JR.,
who, after being duly sworn, acknowledged that they executed
the foregoing Articles of Incorporation for the purposes ex-
pressed in such Articles, this 5th day of January,
1972.


NOTARY PUBLIC

My Commission Expires:

August 30, 1973

BY-LAWS
HOWELL PARK CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

1. Identity. These are the By-laws of HOWELL PARK CONDOMINIUM ASSOCIATION, INC., called Association in these By-laws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these By-laws, which condominium is identified by the name Howell Park and is located upon the following lands in Hillsborough County, Florida:

Lots "A" and 1 and 2 in Block 21 of Revised Map of HOLDEN'S SUBDIVISION as per map or plat recorded in Plat Book 2, Page 19 of the Public Records of Hillsborough County, Florida, LESS the east ten feet of said Lot "A".

1.1 The office of the Association shall be at 2401 Ardson Place, Tampa, Florida.

1.2 The fiscal year of the Association shall be the calendar year. The board of directors may change the fiscal year at any time for the convenience of the Association.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the corporation or at such other reasonable place as may be stated in the notice at 7:30 o'clock P.M., Eastern Standard Time, on the 2nd Tuesday in October of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. Business transacted at special meetings shall be confined to the purpose or purposes stated in the notice thereof.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his

address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-laws.

2.5 Voting.

a. In any meeting of members the owner or owners of each apartment shall collectively be entitled to cast one vote.

b. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If the unrevoked certificate is not on file at the time of the meeting, the vote of such owners shall not be considered in determining either the requirement for a quorum or for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

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

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of election.
- h. Election of directors.
- i. Unfinished business
- j. New business.
- k. Adjournment.

2.9 Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until December 31, 1973, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three nor more than seven directors, the exact number to be determined at the time of election.

3.2 Election of directors shall be conducted in the following manner:

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

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

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

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

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

f. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until December 31, 1973, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

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

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

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-laws.

3.9 Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

3.13 Directors' fees, if any shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. The board of directors shall also have the power to adopt reasonable rules and regulations concerning the use and occupancy of any part of the condominium and to amend same from time to time. Copies of such rules and regulations and amendments thereto shall be furnished to each apartment owner or occupant upon request.

4.1 The board of directors shall have the power and ability to contract for the professional management and operation of the Condominium on such terms and for such periods of time as they may deem advisable. A copy of a proposed management Contract between the Association and James Burt, Inc. is attached hereto as Exhibit B-1, but the directors are not bound or obligated to execute said contract and are hereby granted the specific power, discretion and ability to contract (or decline to contract) with said James Burt, Inc., or any other certified property manager for such management services on such other terms and for such other periods of time as they may deem advisable.

5. Officers.

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

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

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

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds necessary for the proper and efficient operation of the Association. Copies of the budget and proposed assessments shall be

transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member. A copy of the projected Annual Operating Budget for the year 1973 is attached hereto as Exhibit B-2.

6.2 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors, subject to the approval of the membership of the Association. The amended assessment shall be due in equal pro-rata monthly installments commencing on the 1st day of the month next following the approval of the amended assessment or at such other time and in such other manner as approved by the members of the Association. The first assessment shall be determined by the board of directors of the Association.

6.3 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the apartment owner. The unpaid balance of the assessment shall then become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by Registered or Certified Mail, whichever shall first occur.

6.4 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

6.5 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.6 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.7 Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. Registers. The Secretary shall maintain a register in the office of the Association listing the names and addresses of the members, directors and officers of the Association.

7.1 Transfer fee. Any application for the transfer of membership or for a conveyance of an interest in a condominium parcel shall be accompanied by an application fee in the amount of Fifty Dollars (\$50.00) to cover the cost of contacting the references given by the applicant, and such other reasonable costs that may be incurred by the board of directors.

7.2 Mortgagee register. The Association shall maintain a suitable register for the recording of mortgaged condominium parcels. Any mortgagee of a condominium parcel may, but is not obligated to, notify the Association in writing of the mortgage. If notice of default is given any member under an applicable provision of the By-laws, the Articles of Incorporation, or the Declaration of Condominium, a copy of such notice shall be mailed to the registered mortgagee.

8. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-laws.

9. Amendments. These By-laws may be amended in the following manner:

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

9.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. Not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

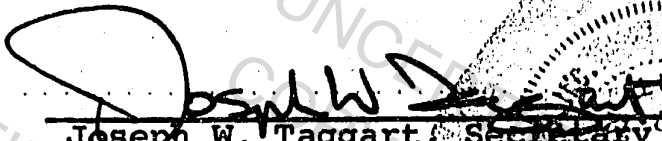
b. by not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, by all of the directors.

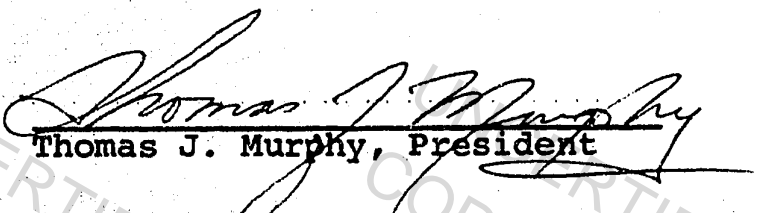
9.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

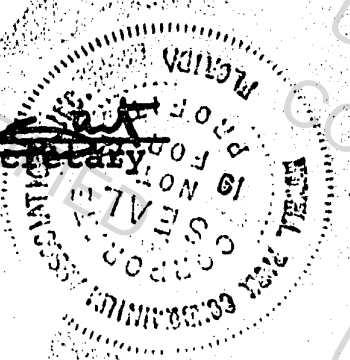
9.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Hillsborough County, Florida.

The foregoing were adopted as the By-laws of Howell Park Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on January 4, 1973.


Joseph W. Taggart, Secretary

Approved:


Thomas J. Murphy, President



MANAGEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1973, by and between HOWELL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "ASSOCIATION"), and JAMES BURT, INC., a Florida corporation (hereinafter referred to as the "AGENT"),

W I T N E S S E T H :

WHEREAS, there is presently under construction an apartment building located in Tampa, Florida, which the owner thereof proposes to submit to condominium ownership, in accordance with the provisions of the Condominium Act of the State of Florida, to be known as Howell Park Condominium; and

WHEREAS, under the provisions of the By-laws of the ASSOCIATION and the proposed Declaration of Condominium Ownership with regard to the said property, the membership of the ASSOCIATION shall consist of all of the unit owners of said property; and

WHEREAS, the ASSOCIATION has been formed to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of the said property; and

WHEREAS, the ASSOCIATION desires to employ the AGENT and the AGENT desires to become employed by the ASSOCIATION exclusively to manage the said property upon the terms hereinafter set forth;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Commencing with the date the owner closes the sale of the last of the condominium units, or such earlier date as may be approved by said owner (but in no event later than December 31, 1973), the ASSOCIATION shall employ the AGENT as its exclusive managing agent to manage the said property upon the terms hereinafter set forth. Such employment shall continue from the date of commencement for a period of two (2) years and, thereafter, until terminated by either party hereto by ninety (90) days' prior written notice to the other party.

2. In the name of and on behalf of the ASSOCIATION, the AGENT shall render services and perform duties as follows:

(a) Collect all monthly assessments and other charges due to the ASSOCIATION from its members. The ASSOCIATION hereby authorizes the AGENT to request, demand, collect, receive and receipt for any and all assessments, charges or rents which may at any time be or become due to the ASSOCIATION and to take such action with respect thereto as the ASSOCIATION may authorize.

The AGENT shall furnish to the ASSOCIATION an itemized list of all delinquent accounts promptly following the tenth (10th) day of each month.

(b) Cause the building, appurtenances and grounds of the property to be maintained according to standards acceptable to the ASSOCIATION, including cleaning, painting, decorating and such other annual maintenance and repair work as may be necessary, subject to any limitations imposed by the ASSOCIATION in addition to those contained herein. The AGENT shall not incur any expense for any single item of repair or replacement which exceeds the sum of Three Hundred Dollars (\$300.00) unless specifically authorized by the ASSOCIATION; except, however, such emergency repairs as may involve a danger to life or property or are immediately necessary for the preservation and safety of the property or the safety of the members and occupants, or required to avoid the suspension of any necessary service to the property.

(c) Take such action as may be necessary to promptly comply with any and all orders or requirements affecting the property by any governmental agency having jurisdiction over the same, unless specifically instructed by the ASSOCIATION that it intends to contest such orders or requirements and that the AGENT shall not comply with the same. The AGENT shall promptly notify the ASSOCIATION of any such orders or requirements upon the receipt of the same.

(d) Enter into agreements on behalf of the ASSOCIATION for water, electricity, gas, telephone, vermin extermination and such other services as may be necessary or as the ASSOCIATION may determine advisable. The AGENT shall also purchase or lease on behalf of the ASSOCIATION and at the ASSOCIATION's expense, such equipment, tools, appliances, materials and supplies as are necessary for the proper maintenance of the property. All such purchases and contracts shall be in the name of the ASSOCIATION.

(e) Supervise and, where authorized by the ASSOCIATION in writing, cause to be placed and kept in force all insurance necessary to protect the ASSOCIATION including, but not limited to, workmen's compensation insurance, public liability insurance, fire and extended coverage insurance, and burglary and theft insurance. The AGENT shall promptly investigate and report to the ASSOCIATION with respect to all accidents or claims for damage relating to the ownership, operation and maintenance of the common elements of the property including any damage or destruction thereto, and shall cooperate with and make such reports as are required by the insurance company in connection therewith.

(f) From the funds of the ASSOCIATION, cause to be paid regularly and punctually:

(1) All taxes required to be paid by the ASSOCIATION;

(2) Building inspection fees, elevator fees, water rates and other governmental charges;

(3) Such sums which become due and payable for expenses or other obligations, incurred by the AGENT on behalf of the ASSOCIATION, which have been authorized under the terms of this Agreement, including the AGENT's compensation hereunder; and

(4) Such other amounts or charges as may be authorized by the ASSOCIATION.

(g) In conjunction with such accounting personnel as may be employed by the ASSOCIATION, prepare for execution and filing by the ASSOCIATION all forms, reports and returns required by law in

in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, withholding taxes and other similar taxes now in effect or hereafter imposed; and such other requirements as may relate to the operation of the property and the employment of personnel.

(h) Maintain a system of office records, books and accounts in accordance with acceptable accounting principles and practices, which records shall be subject to examination by the officers and directors of the ASSOCIATION and the duly authorized agents of the ASSOCIATION during reasonable business hours. The AGENT shall submit to the ASSOCIATION, not later than the fifteenth (15th) day of each succeeding month, a statement of receipts and disbursements with respect to the prior month.

(i) Prepare and submit to the ASSOCIATION a recommended annual budget of anticipated receipts and disbursements to serve as the basis upon which the Board of Directors of the ASSOCIATION may establish monthly assessments to be paid by the unit owners.

(j) On the basis of the budget, job standards and wage rates previously approved by the ASSOCIATION, investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of the ASSOCIATION and not the AGENT. Compensation for the services of such employees shall be considered an operating expense of the ASSOCIATION.

(k) The funds of the ASSOCIATION shall be deposited in an account which shall be established and maintained by the AGENT in a bank whose deposits are insured by the Federal Deposit Insurance Corporation in such a manner as to indicate the trust or custodial nature thereof and shall be drawn upon or disbursed by the AGENT to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of AGENT's compensation, all of which payments shall be subject to the limitations of this Agreement.

All costs and charges shall be paid by the AGENT only out of such account and, where the funds then on deposit are inadequate,

the ASSOCIATION agrees to provide the AGENT with funds with which to pay the same.

(1) In general, it shall be the duty of the AGENT during the term of this Agreement to utilize its best efforts to operate and maintain the property according to the highest standards achievable, consistent with the over-all policies and budget established by the ASSOCIATION. The AGENT shall endeavor to secure full compliance by the members or other occupants with the By-laws of the ASSOCIATION and such rules or regulations as may be established by the ASSOCIATION from time to time.

(m) All acts performed by the AGENT pursuant to the provisions of this Agreement shall be performed as AGENT on behalf of the ASSOCIATION and all obligations or expenses incurred shall be for the account and on behalf of and at the expense of the ASSOCIATION. The AGENT shall not be obligated to make any advance to or for the account of the ASSOCIATION, or to pay any sum except out of funds of the ASSOCIATION held or provided as aforesaid, nor shall the AGENT be obliged to incur any liability or obligation on behalf of the ASSOCIATION unless the necessary funds for the discharge of the same are provided.

3. In addition to such other duties and obligations which may be set forth herein, the duties and responsibilities of the ASSOCIATION shall be as follows:

(a) The ASSOCIATION shall indemnify and hold the AGENT harmless of and from all expenses, court costs, attorneys' fees, penalties or damages of any kind whatsoever incurred in connection with the management of the property, in connection with liability arising out of injuries sustained by any person in or about the property, in connection with the use or occupancy of the property by any person, and in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the AGENT by reason of the management of the property. The ASSOCIATION shall carry, at its expense, all necessary liability and compensation insurance adequate to protect the interests of the ASSOCIATION and

the AGENT, which policies shall be so written as to protect the AGENT in the same manner and to the same extent as the ASSOCIATION.

(b) The ASSOCIATION assumes the responsibility of preparing and filing and making such payment as may be required in connection with all income tax returns and state and local taxes.

4. The ASSOCIATION shall pay to the AGENT, as compensation for the services to be performed hereunder, the sum of Nine Hundred Eighty Dollars (\$980.00) per month. In addition to such amount, where the ASSOCIATION employs the AGENT to lease or sell units which have been acquired by the ASSOCIATION or portions of the common elements, the AGENT shall be paid an additional fee in accordance with the usual and customary rates then in effect for such services.

5. All notices desired or required to be sent pursuant to the provisions of this Agreement shall be delivered by United States Certified Mail, Return Receipt Requested, addressed to the ASSOCIATION to the attention of its President at _____, Florida, and to the AGENT at 1414 Swann Avenue, Tampa, Florida, or at such other address as either party may direct from time to time in writing.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its President as of the day and year first above written.

Attest:

Joseph W. Taggart, Secretary

Attest:

Secretary

HOWELL PARK CONDOMINIUM
ASSOCIATION, INC.

By: _____
Thomas J. Murphy, President

JAMES BURT, INC.

By: _____
James Burt, President

HOWELL PARK CONDOMINIUM
ANNUAL OPERATING BUDGET

<u>CLEANING - COMMON AREAS AND GROUNDS</u>	\$ 7,536.00
<u>SIXTEEN-HOUR SECURITY SERVICE</u>	15,000.00
<u>LANDSCAPE MAINTENANCE</u>	2,500.00
<u>ELECTRICITY IN COMMON AREAS</u>	3,600.00
<u>WATER AND SEWER</u>	2,688.00
<u>GARBAGE REMOVAL</u>	1,680.00
<u>PARKING LOT MAINTENANCE</u>	700.00
<u>ELEVATOR MAINTENANCE</u>	6,600.00
<u>INSURANCE</u>	3,360.00
<u>EXTERIOR BUILDING MAINTENANCE</u>	2,000.00
<u>ROOF MAINTENANCE</u>	2,000.00
<u>LAUNDRY ROOM MAINTENANCE</u>	1,762.00
<u>MISCELLANEOUS REPAIRS AND MAINTENANCE</u>	4,000.00
<u>SUPPLIES</u>	300.00
<u>MANAGEMENT</u>	11,760.00
<u>LEGAL AND AUDIT</u>	750.00
<u>MISCELLANEOUS</u>	<u>500.00</u>
TOTAL ESTIMATED ANNUAL BUDGET	\$66,736.00