

BY-LAWS

OF

WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

1. Identity. These are the By-Laws of WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC., herein called the "Association", a non-profit Florida corporation, provided for in Chapter 718, Florida Statutes, for the purpose of administering Windrush Bay, A Condominium, located on the following property, to the extent the Declaration of Condominium of Windrush Bay, A Condominium, (the "Declaration of Condominium" or "Declaration") when filed or thereafter amended effects same, in Pinellas County, Florida (the "County"):

See Exhibit 1 attached and made a part hereof.

1.1 Office. The office of the Association shall be at the site of the Condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. 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.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of Units.

2.2 Change of Membership. After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. The owner of each Unit shall be entitled to one vote as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other Condominium instruments in reference to voting by Unit Owners, Association members, and the Board of Directors, means more than fifty (50%) percent. Any vote to amend the Declaration of Condominium relating to a change in percentage ownerships in the Common Elements or sharing of the Common Expenses shall be conducted by secret ballot.

2.4 Designation of Voting Representative. If an Unit is owned by one person his right to vote shall be established by the record title to his Unit. If an Unit is owned by more than one person, the person entitled to cast

the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment 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 certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares in Assets. 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 Unit.

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association at 7 P.M. Standard Time, on the second Tuesday of November of each year, or at such other time during the month of November as shall be designated by the Board of Directors for the purpose of electing Directors and of 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. The annual meeting may be waived by a unanimous agreement of the members in writing.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast seventy-five (75%) percent of the votes of the entire membership.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the Condominium Property a notice of the meeting at least fourteen (14) days but not more than sixty (60) days in advance of the date of the meeting. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at his address as it appears on the books of the Association, except notice of the annual meeting by regular mail shall be used only if notice by certified mail has been waived by the owner. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of

those 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 or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof; provided, however, that no one person may be designated to hold the proxies of more than five (5) members. }

3.6 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.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of Committees.
- (f) Election of Directors.
- (g) Unfinished Business.
- (h) New Business.
- (i) Adjournment.

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By-Laws.

4.2 Election of Directors.

(a) Members of the Board of Directors shall be elected by a majority vote of the owners present at the annual meeting of the members of the Association, and entitled to vote.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Any Director may be removed by concurrence of a majority of the members of the Association at a special

meeting of the members called for that purpose by at least ten percent (10%) of the Unit Owners giving notice of the meeting in the manner provided for herein for special meetings. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) The Sponsor shall be vested with the power to designate the initial Board of Directors. The members of the initial Board of Directors need not be Unit Owners in the Condominium. Unless the Sponsor has elected to transfer control of the Association to the owners at an earlier date, the Sponsor shall transfer control of the Association to the owners' board as provided in the following formula:

(1) When Unit Owners other than the Sponsor own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Sponsor shall be entitled to elect not less one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit Owners other than the Sponsor shall be entitled to elect no less than a majority of the members of the Board of Directors of the Association:

(i) three (3) years after sales by the Sponsor have been closed of fifty percent (50%) of the Units that will be operated ultimately by the Association;

(ii) three (3) months after sales have been closed by the Sponsor of ninety percent (90%) of the Units that will be operated ultimately by the Association;

(iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Sponsor in the ordinary course of business; or

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Sponsor in the ordinary course of business, whichever shall first occur.

(3) The Sponsor shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Sponsor holds for sale in the ordinary course of business any Units in the Condominium. Within sixty (60) days after Unit Owners other than the Sponsor are entitled to elect a member or members of the board, the Association shall call and give notice of not less than thirty (30) days nor more than forty (40) days of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(e) Prior to or not more than sixty (60) days after the time that the Unit Owners other than the Sponsor elect a majority of the members of the Board of Directors of the Association, the Sponsor shall relinquish control of the Association and the Unit Owners shall accept control and the Sponsor shall simultaneously deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Sponsor including but not limited to the following items, if applicable:

(1) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording

information and shall be certified by affidavit by the Sponsor or officer or agent of the Sponsor as being a true and complete copy of the actual recorded Declaration; the Association's Articles of Incorporation; By-Laws; minute books and other corporate books and records of the Association, if any; the cooperative documents; and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Sponsor relinquish control of the Association.

(3) An accounting or accountings of Association funds. The Sponsor shall be liable to the Association for all of the funds of the Association that are not properly expended and which were collected during the period of time that the Sponsor controlled the Board of Directors of the Association.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Sponsor to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Sponsor or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements; provided however, that if the Condominium Property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provisions of this paragraph shall not apply to any such improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(9) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Sponsor took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Sponsor's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

(13) Employment contracts in which the Association is one of the contracting parties.

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.4 Organization Meeting. The organizational 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.

4.5 Regular Meetings. 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 (3) days prior to the day named for such meeting.

4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of Two-thirds (2/3) of the Directors. Not less than three (3) 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.

4.7 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.

4.8 Quorum. 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 act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws.

4.9 Adjourned Meetings. If at any meetings 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 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 thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.11 Directors' Meetings. Meetings of the Board of Directors shall be open to all Unit Owners, and notices

of such meetings shall be posted conspicuously forty-eight (48) hours in advance of such meetings for the attention of Unit Owners, except in an emergency.

4.12 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.13 Directors Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Sponsor shall never under any circumstances be entitled to Directors' fees.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

5.1 Assess. To make and collect assessments against members to defray the costs and expenses of the Condominium.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium properly.

5.4 Insure. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium Property.

5.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium as provided in Paragraph 10.4 of the Declaration.

5.7 Approve. To approve or disapprove those matters which require approval of the Association as provided in the Declaration of Condominium, including, the transfer, mortgage and ownership of Units.

5.8 Represent. To authorize, represent, compromise, defend or prosecute, in the name of the Association, all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association or the Unit Owners generally, including suits to foreclose liens, recover money judgments and eminent domain proceedings.

5.9 Management Contract. To contract for the maintenance, management or operation of the Condominium Property and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association. No such management contracts shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration. Such contract for the maintenance, management, or operation of the Condominium Property shall be subject to cancellation at the time and on the conditions as follow:

If the Unit Owners other than the Sponsor have assumed control of the Association, or if Unit Owners other than the

Sponsor own not less than 75% of the Units in the Condominium, the cancellation shall be by concurrence of the owners of not less than 75% of the Units other than the Units owned by the Sponsor. If any such contract is cancelled under this provision and the Unit Owners other than the Sponsor have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Units in the Condominium other than the Units owned by the Sponsor.

5.10 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the Condominium Property other than individual Units unless the individual Unit is owned by the Association and the appurtenances thereto, and to assess the same against the Units subject to such liens.

5.11 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the Condominium.

5.12 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to owners of individual Units.

5.13 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.14 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either an "Institutional First Mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within 5 days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional Mortgagees during normal business hours.

6. Officers.

6.1 Officers and Election. 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 preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are 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 may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

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

6.4 Secretary and Assistant Secretary. 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 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 duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer. 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 provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Sponsor shall receive any compensation for his services as such.

6.7 Indemnification of Directors and Officers. 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 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 in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a settlement, the indemnification herein 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.

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

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

7.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

(a) The proposed annual budget of Common Expenses shall show the amount to be budgeted by accounts and expense classifications for expense classifications including, if applicable, but not limited to those expenses listed in Section 718.504(20) Florida Statutes, 1978, or as the same may be amended.

(b) A copy of a proposed annual budget of common expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) percent of the Unit Owners to the board, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of betterments, repair, or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. Provided, however, that so long as the Sponsor is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners.

7.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due 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 payments thereon shall be due upon the first day

of each month 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. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

7.4 Acceleration of Assessment Installments Upon Default. If a Unit 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 Unit Owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit Owner, or if such notice be by registered or certified mail, not less than twenty (20) days after the mailing, whichever shall first occur.

7.5 Depository. The depository of the Association will be such bank or banks in the County, as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.6 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of the voting members, or of the Board of Directors, 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.

7.7 Fidelity Bonds. Fidelity bonds shall be obtained by the Association for all persons handling, controlling or disbursing the Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. Parking Spaces. At the time of the purchase of the member's Unit, no member was specifically assigned a parking space. The Sponsor, however, retains the right to assign one parking space per Unit purchased and such additional spaces, as it deems appropriate, which right shall continue until Sponsor sells the last Condominium Unit or delegates its rights hereunder to the Association. Thereafter the Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with, alter or change the previously made Sponsor's assignments. Parking spaces may be transferred and swapped only among the various Unit Owners. Parking spaces, if assigned, must be assigned so that every Unit shall at all times have one parking space which is assigned to it exclusively, and the right to which is transferable at the time of the sale or transfer of the Unit. Maintenance of the parking area is declared to be a Common Expense, and the expenses incident to the same shall be divided among all of the Unit Owners as are other common expenses. ~~PARKING SPACES ARE FOR PASSENGER AUTOMOBILES ONLY AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPERS OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACE ASSIGNED.~~


8.1 Assignment of Parking Spaces. The assignment of a parking space shall be made by describing the particular space by reference thereto in a document entitled "Assignment of Use of Parking Space" delivered at the same time as the Deed of Conveyance to the Unit. The Association shall maintain a book for the purpose of listing each assignee of each parking space and the transfers thereof (the "Book"). Upon assignment of such parking space, the Developer shall cause the Association to record its transfer in the Book. Upon conveyance of, or passing of, title to the Unit to which the said assignment of spaces has been made, the Owner of the Unit making the conveyance of title shall execute a notice of transfer to the Association who shall thereupon cause to be executed in the name of the Association a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book. The same procedure shall be followed in the event of a trade of spaces.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

10. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

The foregoing were adopted as The By-Laws of WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC., a condominium corporation and a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on April 17, 1979.

WINDRUSH BAY CONDOMINIUM
ASSOCIATION, INC.



Secretary

APPROVED:



President

(SEAL)

WINDRUSH BAY, A CONDOMINIUM - PARCEL C (Page 1 of 2)

Being a part of Lots 36, 40, 41 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as: Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet to the Point of Beginning; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence N.89°54'51"W., along said South boundary and the South boundary of Lots 41 and 45, 1153 feet, more or less (1154.59 feet to CM), the approximate mean high water line of the Gulf of Mexico as established June 15, 1976 (said point being 1.7 feet East of a CM); thence by the following seven courses along said mean high water line to a seawall: N.08°19'51"W., 16.88 feet; thence N.16°54'07"E., 17.83 feet; thence N.45°22'19"E., 9.59 feet; thence N.65°55'52"E., 14.64 feet; thence N.63°20'17"E., 17.46 feet; thence N.21°43'11"E., 14.46 feet; thence N.06°46'43"W., 42.80 feet; thence by the following three courses along the water side of a crooked concrete seawall: S.89°23'40"W., 270.40 feet; thence N.49°42'50"W., 29.32 feet; thence N.10°20'03"W., 45.77 feet; thence N.87°16'53"E., 294.29 feet; thence N.24°40'34"E., 67.25 feet; thence N.82°23'10"E., 241.95 feet; thence N.59°09'18"E., 145.00

feet; thence S.89°50'42"E., 729.48 feet; thence S.00°07'49"W., 20.24 feet to a point on the South boundary line of Lot 36, said Tampa and Tarpon Springs Land Company Subdivision; thence S.89°54'18"E., along said South boundary 793.54 feet to the West right-of-way line of Florida Avenue; thence S.00°40'00"E., along said right-of-way line 35.00 feet to the Point of Beginning.
Containing 9.513 acres, more or less.

EXHIBIT G

WINDRUSH BAY, A CONDOMINIUM
PERSONAL PROPERTY PROVIDED BY SPONSOR

<u>Area</u>	<u>Item</u>
<u>OFFICE</u>	1 Oil Painting 1 Framed Cork Bulletin Board 1 Smith Corona 250 Electric Typewriter 1 Citizen's Accountant Calculator 1 Message Recorder 1 Five Drawer Desk 1 Beige Four Drawer Legal File Cabinet 1 Black Metal Typing Stand 1 Desk Brown Chair 1 Carpet Chair Protector 3 Vinyl Chrome Straight Back Chairs
<u>CLUBHOUSE</u>	6 End Tables 3 Coffee Tables 2 Brown Vinyl Swivel Rockers 2 Beige Velvet Cushioned Sectional Sofas 1 Brass Wall Sculpture 2 Oil Paintings 5 Three Cushioned Sofas 4 Matching Chairs 1 Built-in Black Vinyl Padded Bar 4 Beige Padded Cardtables 14 Beige Cardtable Chairs 42 Folding Metal Chairs 2 Walnut Formica Folding Tables
<u>POOL EQUIPMENT</u>	1 Pool Vacuum 1 Pool Leaf Bagger 1 Pool Net - Skimmer 1 Pool Soft Brush 1 Pool Wire Brush 1 18 inch Pool Brush 8 Yellow and White Sitting Chairs 8 Chaise Lounge Chairs 2 Round White Tables 2 Square White Tables 2 Concrete Cigarette Urns 4 Poolside Tables with Palm Thatched Roofs

Being a part of Lot 41 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

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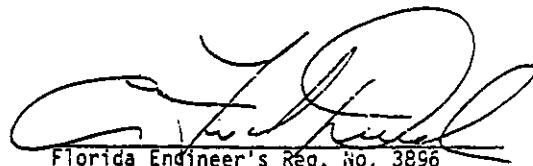
Containing 5.434 acres, more or less.

Subject to a Florida Power Corporation easements recorded in O.R. Book 4261 Page 1730, Pinellas County Records, and O.R. 4261, Page 539 same records.

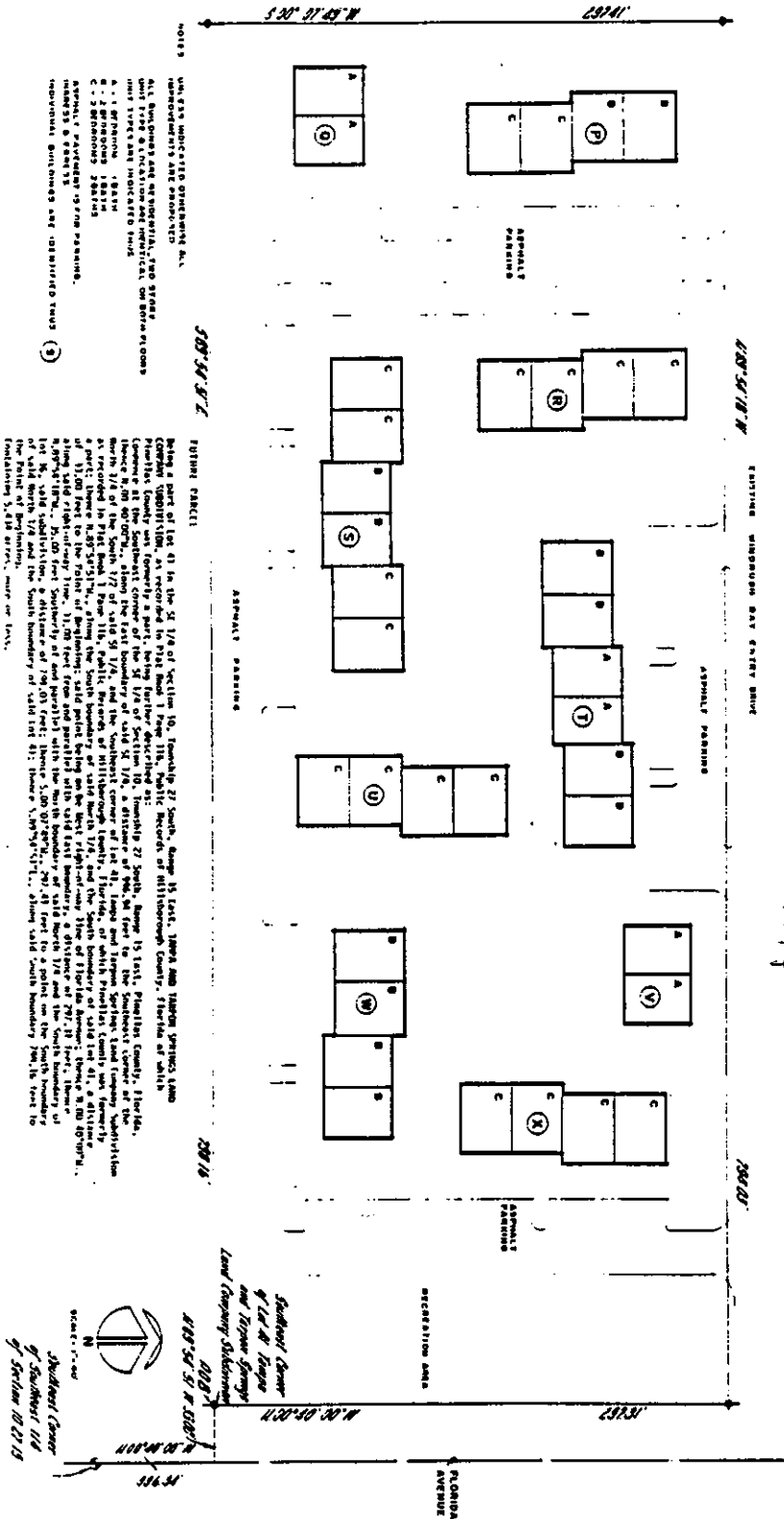
Subject to Mortgages recorded at O.R. 4821, Page 522 and O.R. 4821, Page 539, Pinellas County Records.

Subject to Utilities Easement recorded in O.R. 4842, Page 2030, Pinellas County Records.

March 28, 1979



Florida Engineer's Reg. No. 3896
Florida Surveyor's Reg. No. 827



UNITS INDICATED DIMENSIONS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

PORTAL PARCELS
 Being a part of lot 41 in the SE 1/4 of Section 16, Township 27 South, Range 15 East, Town and Range Springs, Lane County, Oregon, as recorded in Plat Book 1 Page 115, Public Records of Williamson County, Florida of which County is the Southeast corner of the SE 1/4 of Section 16, Township 27 South, Range 15 East, Platting County, Florida, more or less, along the East boundary of said SE 1/4, a distance of 966.66 feet to the Southeast corner of the SE 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of lot 41, Lane and Range Springs, Lane County, Oregon, as recorded in Plat Book 1 Page 115, Public Records of Williamson County, Florida of which County is the Southeast corner of the SE 1/4 of the South 1/2 of said SE 1/4, a distance of 1100 feet to the Point of Beginning; said point being on the West right-of-way line of Florida Avenue, being N 00° 00' 00" W, 1100 feet from and parallel with said East boundary, a distance of 207.19 feet; thence S 00° 00' 00" W, 207.19 feet to the Point of Beginning; thence S 00° 00' 00" W, 207.19 feet to a point on the South boundary of said North 1/2 and the South boundary of said lot 41; thence S 00° 00' 00" W, along said South boundary 207.19 feet to the Point of Beginning, more or less.



RECREATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, Windrush I, a Florida general partnership, is the owner of certain land in Pinellas County, Florida more particularly described in Exhibit 1 and referred to herein as Parcel C, upon which is located a multi-family housing development known as Windrush Bay, A Condominium; and

WHEREAS, Windrush II, a Florida general partnership, is the owner of certain undeveloped land contiguous to Parcel C, being more particularly described in Exhibit 2 and referred to herein as Parcel B; and

WHEREAS, Windrush III, a Florida general partnership, is the owner of certain undeveloped land contiguous to Parcel C, being more particularly described in Exhibit 3 and referred to herein as Parcel A; and

WHEREAS, a portion of Parcel C more particularly described in Exhibit 4 and referred to herein as Tract D, and a portion of Parcel B more particularly described in Exhibit 5 and referred to herein as Tract E, when taken together form a point of land extending into the Gulf of Mexico which is suitable for use as a recreation area; and

WHEREAS, Windrush I and Windrush II desire to grant to each other, and to Windrush III, their successors in interest and assigns, a non-exclusive perpetual easement to use Tract D and Tract E (collectively the "Recreational Area") for recreational purposes;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants established herein, the receipt and sufficiency of which is acknowledged by the parties, the following grants, agreements, and covenants and restrictions are made:

1. Grants of Easements.

a) Windrush I hereby grants to Windrush II and Windrush III non-exclusive, perpetual easements, in common with Windrush I over and across Tract D for recreational purposes; and

b) Windrush II hereby grants to Windrush I and Windrush III non-exclusive, perpetual easements, in common with Windrush II over and across Tract E for recreational purposes; and

c) Windrush I hereby grants to Windrush III, a non-exclusive perpetual easement in common with Windrush I for ingress and egress over the roadways, paths and walkways located on Parcel C (as the same may be changed from time to time) for pedestrian access to the Recreation Area.

2. Use of Easement Premises. The term "recreational purposes", as used in the easements granted above, shall include sunbathing, swimming, picnicing, boating and other similiar activities, or such other activities as the owners of Tracts D and E shall agree in writing are recreational.

Windrush I and Windrush II covenant and agree that the Recreation Area shall be used only for the purposes described herein and such other purposes as they agree are recreational in nature, and that neither shall construct on its portion of the Recreation Area any improvements without first submitting the plans and specifications for the proposed improvements to the other party and obtaining that party's written approval of the proposed improvements.

3. Use of Parcels A, B and C. As used in this document, the term "Parcel" refers to one or more of Parcels A, B or C as described in Exhibits 1, 2 and 3 hereof. The development and use of Parcel A, Parcel B or Parcel C or any parts thereof, for non-residential purposes shall cause a termination of the easement or easements which benefit that Parcel, or the portion thereof used for non-residential purposes unless waived in writing by both Windrush I and Windrush II or their successors and assigns. Any such termination shall not be deemed to cause a termination, modification or amendment of the remaining easements created herein nor shall it terminate the easement or easements which benefit that portion of a Parcel not developed and used for non-residential purposes.

It is acknowledged that the subdivision (as limited by zoning ordinances) of Parcel A or Parcel B or the use thereof for multi-family housing are permitted uses hereunder and shall not be deemed an unlawful burden.

4. Maintenance of Easement Premises. The expense of maintenance of the Recreation Area shall be shared jointly by the owner of each Parcel or, if the development of the Parcel provides for a homeowner's association, then the homeowner's association thereof, on a percentage basis based on the number of residential units located on each Parcel. If any Parcel is developed as single family residences without a homeowner's association, then each such owner shall pay the percentage of expense which one unit bears to the total number of units on all Parcels.

5. Running of Benefits and Burdens. All provisions of this instrument, including benefits, burdens, covenants and restrictions are intended to be and shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of Windrush I, Windrush II and Windrush III, their successors, assigns and all subsequent owners and occupants of Parcels A, B or C or any part thereof, and the invitees of any such party. Provided however, that nothing contained herein shall give the public any rights with respect to the easements granted or the lands described herein.

6. Termination of Covenant Liability. Whenever a transfer of ownership of any Parcel or any part thereof occurs, the liability of the transferor for breach of covenant occurring thereafter, shall immediately terminate.

IN WITNESS WHEREOF, the parties have caused this RECREATIONAL EASEMENT to be duly executed by their authorized representatives this 3^d day of April, 1979.

Signed, sealed and delivered
in the presence of:

Jeanne M. Liveston
Be. T. Simon

WINDRUSH I
By: Windrush Bay Associates, Inc.
a general partner

By: Francis P. Hughes
Francis P. Hughes,
Vice-President

James M. Swartz
Be T Swain

WINDRUSH II
By: Windrush Bay Associates, Inc.
a general partner

By: Francis F. Hughes
Francis F. Hughes
Vice-President

James M. Swartz
Be T Swain

WINDRUSH III
By: Windrush Bay Associates, Inc.
a general partner

By: Francis F. Hughes
Francis F. Hughes
Vice-President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3^d day of April, 1979, by Francis F. Hughes the Vice-President of Windrush Bay Associates, Inc., a Florida corporation and a general partner of Windrush I, a Florida partnership, on behalf of the partnership.

Be T Swain
Notary Public
Notary Public, State of Florida at Large
My Commission expires Feb. 19, 1982

STATE OF FLORIDA

(Notarial Seal)

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3^d day of April, 1979, by Francis F. Hughes the Vice-President of Windrush Bay Associates, Inc., a Florida corporation and a general partner of Windrush II, a Florida partnership, on behalf of the partnership.

Be T Swain
Notary Public
Notary Public, State of Florida at Large
My Commission expires Feb. 19, 1982

STATE OF FLORIDA

(Notarial Seal)

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3^d day of April, 1979, by Francis F. Hughes the Vice-President of Windrush Bay Associates, Inc., a Florida corporation and a general partner of Windrush III, a Florida partnership, on behalf of the partnership.

Be T Swain
Notary Public
Notary Public, State of Florida at Large
My Commission expires Feb. 19, 1982

(Notarial Seal)

WINDRUSH BAY, A CONDOMINIUM - PARCEL C (Page 1 of 2)

Being a part of Lots 36, 40, 41 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

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feet; thence S.89°50'42"E., 729.48 feet; thence S.00°07'49"W., 20.24 feet to a point on the South boundary line of Lot 36, said Tampa and Tarpon Springs Land Company Subdivision; thence S.89°54'18"E., along said South boundary 793.54 feet to the West right-of-way line of Florida Avenue; thence S.00°40'00"E., along said right-of-way line 35.00 feet to the Point of Beginning.
Containing 9.513 acres, more or less.

PARCEL B

(Page 1 of 2)

Being a part of Lots 36, 40 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

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of the South 1/4 of the North 1/2 of the SE 1/4 of said Section 10; thence S.89°53'08"E., along said North boundary and the North boundary of said Lots 36 and 40 a distance of 1430 feet, more or less to the Northeast corner of the West 1/2 of said Lot 36; thence S.00°40'00"E., along the East boundary of said West 1/2, a distance of 332.53 feet to the Point of Beginning.

Subject to a Florida Power Corporation easement recorded in O.R. Book 4261 Page 1730, Pinellas County Records.

FUTURE PARCEL - PARCEL A

Being a part of Lot 41 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

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Containing 5.434 acres, more or less.

FUTURE PARCEL - PARCEL A

Being a part of Lot 41 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to the Point of Beginning; said point being on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence S.89°54'51"E., along said South boundary 798.16 feet to the Point of Beginning.

Containing 5.434 acres, more or less.

TRACT DRECREATION AREA (SOUTH 1/2)

Being a part of Lot 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as: Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 332.31 feet to a point on the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision; thence N.89°54'18"W., along said South boundary a distance of 793.54 feet; thence N.00°07'49"E., 20.24 feet; thence N.89°50'42"W., 729.48 feet; thence S.59°09'18"W., 145.00 feet; thence S.82°23'10"W., 241.95 feet; thence S.24°40'34"W., 67.25 feet to the Point of Beginning; thence S.05°19'30"E., 75.41 feet; thence by the following three courses along the water side of a crooked seawall: S.89°23'40"W., 270.40 feet; thence N.49°42'50"W., 29.32 feet; thence N.10°20'03"W., 45.77 feet; thence N.87°16'53"E., 294.29 feet to the Point of Beginning.

Containing 0.46 acre, more or less.

TRACT ERECREATION AREA (North 1/2)

Being a part of Lot 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as: Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 332.31 feet to a point on the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision; thence N.89°54'18"W., along said South boundary a distance of 793.54 feet; thence N.00°07'49"E., 20.24 feet; thence N.89°50'42"W., 729.48 feet; thence S.59°09'18"W., 145.00 feet; thence S.82°23'10"W., 241.95 feet; thence S.24°40'34"W., 67.25 feet to the Point of Beginning; thence S.87°16'53"W., 294.29 feet to a point on the water edge of a crooked concrete seawall and the waters of the Gulf of Mexico; thence along said seawall by the following five courses: N.10°20'03"W., 2.12 feet; thence N.03°49'10"E., 56.10 feet; thence N.45°45'14"E., 15.11 feet thence N.80°24'24"E., 24.75 feet; thence N.87°48'34"E., 249.19 feet to a point past the extension of said seawall; thence S.05°19'30"E., 68.60 feet to the Point of Beginning.

Containing 0.460 acre, more or less.

IN WITNESS WHEREOF, the parties have caused this
Utilities Agreements and Easements to be duly executed by
their authorized representatives this 3rd day of
April, 1979.

Signed, sealed and delivered
in the presence of:

Jeanne M. Lievestro
Bert Simon

WINDRUSH I
By: Windrush Bay Associates, Inc.
a general partner

By: [Signature]
Francis F. Hughes
Vice-President

Jeanne M. Lievestro
Bert Simon

WINDRUSH II
By: Windrush Bay Associates, Inc.
a general partner

By: [Signature]
Francis F. Hughes
Vice-President

Jeanne M. Lievestro
Bert Simon

WINDRUSH III
By: Windrush Bay Associates, Inc.
a general partner

By: [Signature]
Francis F. Hughes
Vice-President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me,
this 3^d day of April, 1979, Francis F. Hughes,
the Vice-President of Windrush Bay Associates, Inc., a Florida
corporation, and a general partner of Windrush I, a Florida
partnership, on behalf of the partnership.

Bert Linn
Notary Public

My Commission expires:
Notary Public, State of Florida at Large
(Notarial Seal) expires Feb. 19, 1982

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me,
this 3^d day of April, 1979, by Francis F. Hughes,
the Vice-President of Windrush Bay Associates, Inc., a Florida
corporation, and a general partner of Windrush II, a Florida
partnership, on behalf of the partnership.

Bert Linn
Notary Public

My Commission expires:
Notary Public, State of Florida at Large
(Notarial Seal) My commission expires Feb. 19, 1982

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me,
this 3^d day of April, 1979, by Francis F. Hughes,
the Vice-President of Windrush Bay Associates, Inc., a Florida
corporation, and a general partner of Windrush III, a Florida
partnership, on behalf of the partnership.

Bert Linn
Notary Public

My Commission expires:
Notary Public, State of Florida at Large
(Notarial Seal) My commission expires Feb. 19, 1982

WINDRUSH BAY, A CONDOMINIUM - PARCEL C (Page 1 of 2)

Being a part of Lots 36, 40, 41 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet to the Point of Beginning; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence N.89°54'51"W., along said South boundary and the South boundary of Lots 41 and 45, 1153 feet, more or less (1154.59 feet to CM), the approximate mean high water line of the Gulf of Mexico as established June 15, 1976 (said point being 1.7 feet East of a CM); thence by the following seven courses along said mean high water line to a seawall: N.08°19'51"W., 16.88 feet; thence N.16°54'07"E., 17.83 feet; thence N.45°22'19"E., 9.59 feet; thence N.65°55'52"E., 14.64 feet; thence N.63°20'17"E., 17.46 feet; thence N.21°43'11"E., 14.46 feet; thence N.06°46'43"W., 42.80 feet; thence by the following three courses along the water side of a crooked concrete seawall: S.89°23'40"W., 270.40 feet; thence N.49°42'50"W., 29.32 feet; thence N.10°20'03"W., 45.77 feet; thence N.87°16'53"E., 294.29 feet; thence N.24°40'34"E., 67.25 feet; thence N.82°23'10"E., 241.95 feet; thence N.59°09'18"E., 145.00

feet; thence S.89°50'42"E., 729.48 feet; thence S.00°07'49"W., 20.24 feet to a point on the South boundary line of Lot 36, said Tampa and Tarpon Springs Land Company Subdivision; thence S.89°54'18"E., along said South boundary 793.54 feet to the West right-of-way line of Florida Avenue; thence S.00°40'00"E., along said right-of-way line 35.00 feet to the Point of Beginning.
Containing 9.513 acres, more or less.

PARCEL B

(Page 1 of 2)

Being a part of Lots 36, 40 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 332.31 feet to a point on the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision; thence N.89°54'18"W., along said South boundary, a distance of 627.00 feet to the Southeast corner of the West 1/2 of said Lot 36, and the Point of Beginning; thence continue N.89°54'18"W., along said South boundary 166.54 feet; thence N.00°07'49"E., 20.24 feet; thence N.89°50'42"W., 729.48 feet; thence S.59°09'18"W., 145.00 feet; thence S.82°23'10"W., 241.95 feet; thence S.24°40'34"W., 67.25 feet; thence S.87°16'53"W., 294.29 feet to a point on the water edge of a crooked concrete seawall and the waters of the Gulf of Mexico thence along said seawall by the following five courses: N.10°20'03"W., 2.12 feet; thence N.03°49'10"E., 56.10 feet; thence N.45°45'14"E., 15.11 feet; thence N.80°24'24"E., 24.75 feet; thence N.87°48'34"E., along said seawall to an intersection with the mean high water line of the Gulf of Mexico; thence Northerly along and with said mean high water line to an intersection with the North boundary

of the South 1/4 of the North 1/2 of the SE 1/4 of said Section 10; thence S.89°53'08"E., along said North boundary and the North boundary of said Lots 36 and 40 a distance of 1430 feet, more or less to the Northeast corner of the West 1/2 of said Lot 36; thence S.00°40'00"E., along the East boundary of said West 1/2, a distance of 332.53 feet to the Point of Beginning.

Subject to a Florida Power Corporation easement recorded in O.R. Book 4261 Page 1730, Pinellas County Records.

FUTURE PARCEL - PARCEL A

Being a part of Lot 41 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to the Point of Beginning; said point being on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence S.89°54'51"E., along said South boundary 798.16 feet to the Point of Beginning.

Containing 5.434 acres, more or less.