

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:

Jean M. Livestis
Beat Simon

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

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

James M. Lovato
Be T Levin

By: Windrush Bay Associates, Inc.
a general partner

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

James M. Lovato
Be T Levin

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
3rd 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 Levin
Notary Public
Notary Public, State of Florida at Large
My Commission expires: Feb. 19, 1982

STATE OF FLORIDA
COUNTY OF DUVAL

(Notarial Seal)

The foregoing instrument was acknowledged before me this
3rd 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 Levin
Notary Public
Notary Public, State of Florida at Large
My Commission expires: Feb. 19, 1982

STATE OF FLORIDA
COUNTY OF DUVAL

(Notarial Seal)

The foregoing instrument was acknowledged before me this
3rd 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 Levin
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:

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.

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 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 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.

UTILITIES AGREEMENTS AND EASEMENTS

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 (the term "Parcel" when used herein shall refer to one or more of Parcels A, B or C as the same are described in Exhibits 1, 2 and 3); and

WHEREAS, there is located on Parcel C a sewer system, including a sewer lift station (the "Lift Station"), and a water system, as shown on that plat of Windrush Bay, A Condominium (to be recorded in the Condominium Book of the Public Records of Pinellas County, Florida substantially simultaneously with the recording of this Easement), all such systems being collectively referred to herein as the "Utility System"; and

WHEREAS, portions of the Utility System transerve Parcel A and Parcel B as well as Parcel C; and

WHEREAS, the parties desire to grant to each other easements relating to the use, maintenance and operation of the Utility System;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration and the covenants and agreements contained herein, the receipt and sufficiency of which is acknowledged by the parties, the following grants and agreements are made.

1. Windrush II hereby acknowledges the location of the Utility System and grants to Windrush I a non-exclusive, perpetual easement in common with Windrush II over and across those portions of Parcel B lying five (5) feet on each side of the centerline of the Utility System as located and constructed for the purpose of ingress and egress for the installation, use, maintenance, improvement, repair and replacement of underground utility lines and pipes (including but not by way of limitation, water, sewer and gas).

2. Windrush III hereby acknowledges the location of the Utility System and grants to Windrush I and Windrush II non-exclusive, perpetual easements in common with Windrush III over and across those portions of Parcel A lying five (5) feet on each side of the centerline of the Utility System as located and constructed for the purpose of ingress and egress for the installation, use, maintenance, improvement, repair and replacement of underground utility lines and pipes (including but not by way of limitation, water, sewer and gas).

3. Windrush I hereby grants to Windrush II and Windrush III non-exclusive, perpetual easements in common with Windrush I over and across those portions of Parcel C lying five (5) feet on each side of the centerline of the Utility System and the connection facilities contemplated by this easement, as the same are or shall be located and constructed:

a) for ingress, egress, and the installation, use, maintenance, improvement, repair and replacement of underground utility lines and pipes for the purpose of connecting to those portions of the Utility System located on Parcel C;

b) for ingress, egress, and the installation, use, maintenance, improvement, repair and replacement of the sewer pipes and Lift Station of the Utility System as the same may be modified from time to time.

4. Windrush I hereby agrees that Windrush II and Windrush III may use any portion of the Utility System located on their respective parcels for the purposes expressed in paragraph 3.

5. It is agreed among the parties that the easements and rights created by paragraphs 3 and 4 above, are subject to:

a) compliance with all laws, statutes and ordinances regulating the use of the Utility System;

b) the capability of the Utility System to handle the increased usage resulting from any connection made pursuant to this Agreement without unreasonably affecting the services provided to the residents of Parcel C by the Utility System. In the event any connection shall unreasonably reduce such services, the easement or right herein created shall terminate.

6. With respect to the easements created by paragraph 3 hereof, the party exercising its right to connect to the Utility System (the "Grantee") shall connect to that part of the Utility System nearest to the Parcel owned by the Grantee and feasible for such connection, unless Windrush I and the Grantee agree on another connection point or points.

Prior to the exercise of any easement or right to connect to the sewer system, the Grantee exercising such right shall obtain from a registered engineer a statement indicating the capability of the pumps located in the Lift Station to handle the increased use resulting from the exercise of the easement or right. If the pumps are not adequate to handle such increased use, the Grantee shall replace the pumps, at its own expense, with pumps sufficient to handle the increased use.

In the event any repairs are necessary to the Utility System as a result of any connection authorized herein, the Grantee shall immediately make such repairs at its own expense and shall restore the ground surface area, including any paved portions, to its preexisting condition. All connection work shall be performed in a good and workmanlike manner and once commenced shall be expeditiously prosecuted to completion.

7. To the extent it is possible to obtain separate billings for each Parcel from the public utility for sewer and water services provided by that utility, the Grantee shall at its expense cause to be installed whatever metering devices are necessary to accomplish the separate billings,

including, if required, providing a new . . . king system for Parcel C. If it is not possible to obtain separate sewer billings, the Grantee of any Parcel using the sewer system on Parcel C shall timely pay to the owner of Parcel C that percentage of the total periodic sewer charge equal to the ratio of the amount of water consumed by that Parcel during the period of the sewer charge over the total water consumption for the same period of all Parcels using the sewer facilities of the Utility System. If it is not possible to obtain separate water billings from the public utility, or if it is not possible to allocate the periodic utility charges as described above, the Grantee of any parcel using the Utility System shall timely pay to the owner of Parcel C that percentage of the utility charge (sewer or water) that the number of residential units on the Parcel bears to the total number of residential units located on all Parcels using that particular service.

8. Windrush I or any subsequent owners of Parcel C (the "Owner of Parcel C") shall be responsible for the maintenance of the Utility System. All expenses relating to the improvement, maintenance or repair of the Utility System and the cost of electricity and water for the Lift Station shall be shared jointly by the owners of each Parcel participating in the service (water or sewer) for which the particular expense was incurred. Each owner's share of such expense shall equal its proportionate share, as was determined in accordance with paragraph 7 hereof, of the total charge made by the public utility for the corresponding service over the prior six month period.

9. The easements granted herein may be relocated by the grantor of such easement, its successors and assigns, as follows:

a) the grantor shall first notify the grantee(s) of the proposed relocation by mailing notice to the grantee(s) at its last known address showing the proposed relocation, probable commencement of relocation and completion date of such relocation the commencement of such relocation.

b) at the completion of the work, the grantor shall record an easement of record granting the new easement to the grantee(s) and shall cause the same to be delivered to the

grantee(s) whereupon the change in location of the easement premises shall become effective and appropriate releases of the prior location shall be given between the parties in recordable form and exchanged between the parties hereto, their successors or assigns.

c) in the event of the relocation of the easement, such relocation shall not impair the ability of the grantee(s) to use the easements as herein provided, but, the grantor, in the event of relocation, shall be required to provide a new easement which shall allow equal or better use than the prior easement.

10. Each grantor of an easement created herein reserves the right to pave over and park on any portion of the easement premises. In the event of damage to any such paved area by the subsequent installation, repair, replacement, improvement or maintenance of the utility lines lying thereunder by the grantee of any such easement, the expense of restoring such paved area to its preexisting condition shall be the obligation of the grantee of the easement. Except as provided in the last preceding sentence and except for landscaping, Windrush II and Windrush III covenant and agree that no improvements shall be placed upon the ground surface of any of the easement areas created in paragraphs 1 and 2 hereof, and in the event such improvements are in fact placed on such easements, they need not be repaired or replaced if damaged as a result of the exercise of the easements herein created.

11. The covenants and agreements to be performed and observed hereunder and the easements and rights herein established 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 the parties, their successors and assigns and all subsequent owners and residents of the land or any part thereof, provided however, that nothing contained herein shall give the public any rights with respect to the easements herein established.

12. Whenever a transfer of ownership of any Parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

IN WITNESS WHEREOF, the parties have caused this
Utilities Agreements and Easements to be duly executed by
their authorized representatives this 30 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: Francis F. Hughes
Francis F. Hughes
Vice-President

Jeanne M. Lievestro
Bert Simon

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

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

Jeanne M. Lievestro
Bert Simon

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 3rd 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.

Robert L. Lewis
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 3rd 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.

Robert L. Lewis
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 3rd 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.

Robert L. Lewis
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 CH), 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.

EASEMENT FOR ROADWAY,
UTILITIES, INGRESS AND EGRESS

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, Windrush I, a Florida general partnership ("Grantor") is the fee simple owner of certain land in Pinellas County, Florida more particularly described in Exhibit 1; and

WHEREAS, Grantor desires to grant an easement to Windrush II and Windrush III, both Florida general partnerships ("Grantees"), their successors in interest, and assigns, which Grantees are the owners of certain adjoining properties, more particularly described as to Windrush II in Exhibit 2 and as to Windrush III in Exhibit 3; and

NOW, THEREFORE, in consideration of Ten and NO/100 (\$10.00) Dollars and other good and valuable considerations and the mutual covenants and promises established herein, the receipt and sufficiency of which is acknowledged by the parties, the Grantor hereby grants to the Grantees non-exclusive, perpetual easements in common with the Grantor for purposes of easements for roadway, utilities, and ingress and egress, over and across that portion of Grantor's lands more particularly described in Exhibit "A" ("Roadway Easement").

Such easement shall be non-exclusive in common with Grantor for the purposes of a roadway, ingress and egress to the Grantees' properties, and the installation of underground utilities (including but not by way of limitation, sewer, gas and water), sidewalks, curbing and gutters, if required.

Grantor and Grantees covenant and agree that no obstructions or improvements shall be placed upon the grounds represented by the Roadway Easement except such as are incident to the installation of utilities and that the same shall be used only for the purposes stated herein.

In the event any repairs are necessary to the paved surface of the existing roadway located in the easement area by reason of the installation of utility lines by either Grantees, such Grantee shall immediately make all repairs necessary to restore the roadway to its preexisting condition and shall also restore the ground surface area to its preexisting condition. All work shall be performed in a good and workmanlike manner, and once commenced shall be expeditiously prosecuted to completion.

The covenants and agreements to be kept, performed and observed hereunder and the easements, rights and privileges herein established, granted and created 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 the Grantor and Grantees their successors and assigns and all subsequent owners and residents of the parcels described in Exhibits 1, 2 and 3 or any part thereof, provided, however, that nothing contained herein shall give the public any rights with respect to the easements herein established and granted.

IN WITNESS WHEREOF, the parties have caused this Easement for Roadway, Utilities, Ingress and Egress, to be duly executed by their authorized representatives this 3rd day of April, 1979.

Signed, sealed and delivered in the presence of:

Jeanne M. Livestock
Bert Simon

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

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

Jeanne M. Livestock
Bert Simon

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

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

Jeanne M. Livestock
Bert Simon

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, 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 ~~Feb. 19, 1982~~ State of Florida at Large
My commission expires Feb. 19, 1982
(Notarial Seal)

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

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 ~~Feb. 19, 1982~~ 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:

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:

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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:

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.

EXHIBIT A

ACCESS ROADWAY FROM FLORIDA AVENUE (35-foot ingress and egress
easement)

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 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 continue N.00°40'00"W., along said right-of-way line, 35.00 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, 793.54 feet; thence S.00°07'49"W., 35.00 feet; thence S.89°54'18"E., 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 to the Point of Beginning. Containing 0.637 acre, more or less.

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, Windrush I, a Florida general partnership, ("Grantor") is the fee simple owner of certain land in Pinellas County, Florida more particularly described in Exhibit 1 hereto and referred to herein as Parcel C; and

WHEREAS, Windrush III, a Florida general partnership, ("Grantee") is the owner of certain land contiguous to Parcel C which is described in Exhibit 2 hereto and referred to herein as Parcel A; and

WHEREAS, there is located on Parcel C a underground drainage system for the drainage of surface waters, which as shown on that plat of Windrush Bay, A Condominium (to be recorded in the Condominium Book of the Public Records of Pinellas County, Florida, substantially simultaneously with the recording of this easement), is referred to herein as the "Drainage System"; and

WHEREAS, Grantor desires to permit Grantee to use the Drainage System to drain the surface waters of Parcel A;

NOW, THEREFORE, in consideration of Ten and NO/100 (\$10.00) Dollars and other good and valuable considerations and the mutual covenants and promises established herein, the receipt and sufficiency of which is acknowledged by the parties, the Grantor hereby grants to the Grantee non-exclusive, perpetual easements in common with the Grantor over and across Parcel C:

a) to use the Drainage System, as the same may be modified from time to time, for purposes of drainage across the Grantor's lands; and

b) for ingress and egress for the installation, use, maintenance, repair and replacement of underground drainage pipes for the purpose of connecting a drainage system which may hereafter be located on Parcel A for the drainage of surface waters, to the Drainage System on Parcel C.

The easement areas shall extend five (5) feet on each side of the center line of the Drainage System and the connection facilities as the same are or shall be located

and constructed.

Grantee shall connect to that portion of the Drainage System nearest to Parcel A and feasible for such connection, unless Grantor and Grantee agree on another connection point or points. In the event any repairs are necessary to the Drainage System, paved areas, or any other improvements on Parcel C as a result of the connection by Grantee, Grantee shall immediately make such repairs at its expense, and shall restore the ground surface area to its preexisting condition prior to the connection by Grantee.

All connection work performed by Grantee shall be done in a good and workmanlike manner, and once commenced shall be expeditiously prosecuted to completion.

In the exercise of these easements, in the event of replacement or repair to the pipe, conduit or other facility installed to accomplish the connection to the Drainage System, the Grantee, his successors or assigns shall be obligated to pay for the cost of the repair, replacement or maintenance of any such pipe, conduit or facility and any improvements, including paved areas, located on Parcel C which are damaged by such repair, and the restoration of the ground surface area to its existing condition prior to such repair, but shall not be obligated or required to contribute to the maintenance or repair of the Drainage System.

Grantor reserves the rights to pave over and park on any portion of the easement areas. In the event of any damage to paved portions of easement areas which are the maintenance obligation of the Grantee by the subsequent installation, repair, replacement, improvement or maintenance of the drainage lines thereunder, the expense of restoring such paved area to its preexisting condition shall be the obligation of the Grantee. Except for paving and landscaping, Grantor covenants and agrees that no improvements shall be placed upon the ground surface of any easement area which is the maintenance obligation of the Grantee, and if such improvements are in fact placed thereon, they need

not be repaired or replaced if damaged as a result of the exercise of the easements herein created.

Grantee acknowledges that Grantor's willingness to grant these easements is based upon a projected use of Parcel A which will not impair the proper functioning of the Drainage System. In the event Parcel A is developed in a manner that the surface drainage discharged into the Drainage System from Parcel A would impair the proper functioning of the Drainage System, these easements shall terminate.

The covenants and agreements to be kept, performed and observed hereunder and the easements, rights and privileges herein granted and created 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 the Grantor and Grantee, their successors and assigns and all subsequent owners and occupants of the land or any part thereof, provided, however, that nothing contained herein shall give the public any rights with respect to the easements herein established and granted.

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

Signed, sealed and delivered in the presence of:

Jeanne M. Livestock
Bea T. Linn

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

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

Jeanne M. Livestock
Bea T. Linn

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

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

Jeanne M. Livestock
Bea T. Linn

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 2^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.

Robert L. Lewis
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 3rd 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.

Robert L. Lewis
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 3rd 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.

Robert L. Lewis
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: 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.

AMENDMENT TO THE BY-LAWS OF WINDRUSH BAY
CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION

INST # 94-089298
MAR 29, 1994 12:04PM

NOT FOR PROFIT

PINELLAS COUNTY FLA.
OFF.REC.BK 8611 PG 1376

THIS DOCUMENT is made as an Amendment to the By-Laws of
Windrush Bay Condominium Association, Inc. a Florida For Profit
Corporation upon affirmative vote of the members of the Association
pursuant to the authority created in the Articles of Incorporation
of such Corporation and the Declaration of Condominium for Windrush
Bay, a condominium per Condominium Declaration recorded in Official
Record Book 4844, Page 203 and is subsequently amended and as
further recorded in Condominium Plat Book 81, Pages 43 through 87
inclusive of the Public Records of Pinellas County, Florida.

RECORDING
REC 6.00
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 6.00
50

Article 4.2 (a) titled Election of Directors is deleted in
its entirety as follows:

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.

A new section 4.2 Election of Directors is substituted in
its stead:

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. Further, the
number of Directors shall now be affixed at five, and all Directors
shall serve two year terms. However, initially, for the election
held in November of 1994 for the 1995 slate, two Directors shall be
elected for one year positions so that their seats shall expire the
following year, and the remaining three Directors shall be elected
for two year terms. The purpose of this provision is that
henceforth all Directors shall serve two year terms but the effect
of this provision shall be that two Directors shall be elected in
one year calendar year and three Directors in the ensuing calendar
year, so that the third seat shall be staggered.

WINDRUSH BAY CONDOMINIUM
ASSOCIATION, INC.

By: Robert L. Garth
ROBERT L. GARTH, President

RETURN TO:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18TH
day of MARCH, 1994, by ROBERT L. GARTH, who is personally
known to me or who has produced () a Driver's License or
Non-Driver's I.D. issued by Florida or any other U.S. State; () a
U.S. Passport or a Foreign Passport stamped by the U.S. Immigration
and Naturalization Services; () a U.S. Military I.D.; () a
Canadian or Mexican Driver's License issued by an official agency;
() for an inmate in custody, an I.D. issued by the Florida
Department of Corrections, as identification and who (did/did not)
take an oath.

PATRICIA G. ANDENTE
Notary Public, State of Florida
My comm. expires Feb. 16, 1997
No. CC 26022

Patricia G. Andente
Name
Notary Public-State of Florida
Commission # CC 260224

KARLEEN F. DEBLAKER, CLERK

20024627 COS 03-29-94 10:11:14
01 AGR-WINDRUSH BAY
RECORDING 1 \$6.00
TOTAL: \$6.00
CHECK AMT. TENDERED: \$6.00
CHANGE: \$0.00