

17
PINELLAS COUNTY, FLORIDA
CLERK CIRCUIT COURT

71130508

D.R. 3665 PAGE 870

Nov 18 2 23 PM '71

DECLARATION

FOR

THE CREATION AND ESTABLISHMENT OF

MISSION HILLS CONDOMINIUM

(Pursuant to the Condominium Act)

ARTICLE I.

Submission Statement

The undersigned hereby submits the condominium property, as same is hereafter described, to condominium ownership.

ARTICLE II.

Name

The name by which this condominium is to be identified is
MISSION HILLS CONDOMINIUM.

ARTICLE III.

Legal Description of Land Included

The land on which this Condominium is created is held under a lease having a term initially in excess of 98 years and is legally described on Exhibit "A" attached hereto and made a part hereof.

IMPERIAL LAND CORPORATION, a Florida corporation, the undersigned developer of the Condominium project is the lessee and record title holder of the equitable ownership of the leasehold interest created by said lease, and IMPERIAL HOMES CORPORATION, a Florida corporation, is the lessor and fee owner. Said lease is recorded in Official Records Book 3656 at pages 537 through 569, of the Public Records of Pinellas County, Florida, and same, by this reference, is hereby made a part of this Declaration as though set out in its entirety herein.

Condominium Plats pertaining hereto are recorded in CONDOMINIUM
PLAT BOOK 9 Pages 45, 46, 47, 48, 49, 50, 51, 52, 53,
54, 55, 56, and 57.

ARTICLE IV.

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Identification of Units

The units of the condominium are identified by number and letter pursuant to and as shown on Exhibit "D" attached hereto and made a part hereof.

ARTICLE V.

Survey, Plot Plan and Graphic Description of Improvements

Exhibit "D" attached hereto and made a part hereof, and consisting of thirteen pages, contains all information, matters and things as required by F. S. A. 711.08(1)(e).

ARTICLE VI.

Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit

The percentage of undivided shares in the common elements appurtenant to each unit is as follows:

.17652 per cent each for the 151 1/B 1/B units	- Total	26.65452
.21644 per cent each for 162 of the 163 2/B 1/B units	- Total	35.06328
.21844 per cent for the one 2/B 1/B designated sales office on Exhibit "D"	- Total	.21844
.23352 per cent each for the 163 2/B 2/B units	- Total	<u>38.06376</u>
Total all units		100.00000

ARTICLE VII.

Percentages and Manner of Sharing Common Expenses and Owning Common Surplus

Each unit owner shall share that percentage of the common expenses and own that percentage of common surplus as is hereby attributed to the respective units, to-wit:

.17652 per cent each for the 151 1/B 1/B units	- Total	26.65452
.21644 per cent each for 162 of the 163 2/B 1/B units	- Total	35.06328
.21844 per cent for the one 2/B 1/B designated sales office on Exhibit "D"	- Total	.21844
.23352 per cent each for the 163 2/B 2/B units	- Total	<u>38.06376</u>
Total all units		100.00000

ARTICLE VIII.

Voting Rights

There is hereby allocated one (1) vote to each of the four hundred seventy-seven (477) condominium parcels. Each vote shall be cast by the respective unit owners. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the condominium Association.

ARTICLE IX.

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the unit owners present and voting.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of this Declaration, or of the By-Laws attached hereto, which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgagee in order to become effective.

Section 3. All amendments shall be recorded as required by law.

ARTICLE X.

Association

The name of the Association responsible for the operation of this condominium is MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XI.

By-Laws

The By-Laws of this Condominium are set forth in Exhibit "C" attached hereto and made a part hereof. The By-Laws may be amended in the same manner as is provided for the amendment of the Articles of Incorporation.

ARTICLE XII.

Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

ARTICLE XIII.

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Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of 75% of the unit owners, as authorized and provided in Article XIV herein.

ARTICLE XIV.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, and the fee owner-Lessor, as their interests may appear; and provisions shall be made for the insurance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners, their mortgagees or fee owner-Lessor as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original building prepared by Harvey Greene & Associates, Architect, said plans being on file with the Building Department of the Governmental Agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration, to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of 50% of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless 75% of all unit owners shall elect within thirty days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners, their mortgagees, and fee owner-Lessor as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring fee owner-Lessor, the Association and its members, against all claims and demands made by any person or persons, whomever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings, and improvements, to the extent of not less than \$300,000.00 to cover the claim or damage for personal injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal injuries that may arise or be claimed to have arisen against the fee owner-Lessor or the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. Said insurance to be written in companies acceptable to fee owner-Lessor.

ARTICLE XV.

Common Elements

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The common elements shall include the leased land and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owner's respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No material alteration or substantial additions to the common elements shall be made, except upon the affirmative vote of 75% of the unit owners. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

ARTICLE XVI.

Limited Common Elements

Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

The interior courtyards and other areas shown as Limited Common areas in Exhibit "D" shall be used in common by the unit owners of the units abutting said designating areas.

The parking spaces shown on Exhibit "D" and identified by number and letter are declared to be Limited Common Elements for the exclusive use of the unit owner owning the corresponding numbered and lettered unit.

Porches are declared to be Limited Common Elements and are for the exclusive use of the respective unit owners having direct access from their unit to the respective porches.

ARTICLE XVII.

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Parking

All parking spaces and/or areas not identified by number and letter, thereby constituting Limited Common Elements as herein before provided, shall be used in common by the unit owners, their guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

ARTICLE XVIII.

Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

Section 1. No unit shall be used for any purpose than as and for a single-family residence or dwelling.

* Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments.

Section 3. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. No dog or cat or other pets shall be permitted in any of the units or on the common or limited common elements except for birds such as canaries or parakeets and fish, such as goldfish or tropical varieties, which may be kept by a unit owner in the owner's respective unit provided that no such birds and/or fish shall be raised for commercial purposes.

Notwithstanding the foregoing, initial purchasers of units from Imperial Land Corporation shall be permitted to keep one dog or cat pet for the life of said pet, provided the dog weighs under 40 pounds and the dog or cat, as the case may be, was owned by said owner prior to the unit owner's acquisition of the unit and further provided that said owner shall keep said dog on leash at all times that the dog is out of the owner's unit and shall only walk the dog in areas set aside and designated by the Directors.

Section 5. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor.

No unit owners shall enclose screened porches, except upon an affirmative vote of 75% of the entire membership electing to permit same to be enclosed and then same shall only be enclosed in conformity with a common plan to be approved by the Directors so that all enclosures shall be uniform in appearance.

Section 6. All common hallways and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.

Section 8. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

Section 9. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

Section 10. No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph

or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock p. m. and the following 9:00 o'clock a. m. , if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 o'clock p. m. and the following 9:00 o'clock a. m. ; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

Section 11. No unit owner, or approved lessee of unit owner, shall permit any child under the age of eighteen years to reside in any of the units except as otherwise provided herein.

Section 12. No one-bedroom unit in the Condominium shall be permanently occupied by more than two individuals and no two-bedroom unit shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

Section 13. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period; provided that at no time shall any one-bedroom unit be occupied by more than four individuals, nor any two-bedroom unit by more than six individuals. The six-month periods shall commence on the date of filing of this Declaration.

Section 14. Unit owners, their guests and invitees agree to use the common recreational area, building and facilities, as shown on Sheet 1 of Exhibit "D", only in accordance with the rules and regulations promulgated from time to time by the Directors of the Association for the use thereof.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The

Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the restrictive covenants then in such event the unit owner shall pay for the costs and expenses for such legal proceeding by the Association, provided that the Association has been successful in such litigation.

ARTICLE XIX

Transfer of Condominium Parcels

Section 1. - SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within thirty days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within thirty days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have thirty days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale.

If the directors fail to exercise their option to purchase within said thirty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any sale made by Imperial Land Corporation; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2. - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and the lessee has been approved for occupancy in writing by the Directors of the Association.

ARTICLE XX.

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association, are as follows:

President	Cecil Delcher	1425 South Belcher Road Clearwater, Florida 33516
Vice- President	Harlan Merhige	1472 S. Hercules Avenue Clearwater, Florida 33516
Secretary	Helen Sarver	1344 Summerlin Drive Clearwater, Florida 33516

ARTICLE XXI.

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.

ARTICLE XXII.

Management, Maintenance and
Operation Agreement

The initial officers and directors of MISSION HILLS CONDOMINIUM ASSOCIATION, INC., have simultaneously herewith executed for, and on behalf of, said Association and its members a Management, Maintenance and Operational Agreement, a copy of said Agreement being attached hereto as Exhibit "E". Each member of the Association, by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

- (1) That they have ratified the acts of its officers in the execution of said Agreement by, and on behalf of, the Association, and
- (2) That they will comply with all of the terms and conditions of the said Agreement on their part to be kept and performed.

ARTICLE XXIII.

Special Provisions

The Condominium consists of 88 buildings containing 477 apartment units. The apartment units are comprised of 151 one-bedroom one-bath units; 163 two-bedroom one-bath units; and 163 two-bedroom two-bath units. The buildings are of five types designated A, A-1, B, C, or D, as the case may be. The 88 buildings in the Project are numbered 1 through 88. The Condominium shall be constructed in phases as follows:

Phase	Total Units	Type & No. of Bldgs.					Nos.	Type & No. of Units				
		A	A-1	B	C	D		1/B	1/B	2/B	1/B	2/B
1	54	5	1	2	1	1	1-10, inc.	16	19			19
2	57	6		3		1	11-20, inc.	21	18			18
3	27	3		1		1	21-25, inc.	9	9			9
4	54	6		3			26-34, inc.	18	18			18
5	68	6	1	3		2	35-46, inc.	24	21			21
6	42	7					47-53, inc.		21			21
7	21	2		1		1	54-57, inc.	9	6			6
8	54	6		2		2	58-67, inc.	18	18			18
9	54	6		2		2	68-77, inc.	18	18			18
<u>10</u>	<u>48</u>	<u>5</u>				<u>6</u>	<u>78-88, inc.</u>	<u>18</u>	<u>15</u>			<u>15</u>
Total	477	52	2	17	1	16		151	163			163

Section 1. - CONDOMINIUM DEVELOPMENT PLAN. The undersigned (hereinafter referred to as "Developer") being the Developer of Mission Hills Condominium (hereinafter referred to as the "Project") declares its intention to build and construct the Project in the phases as set forth above and as is shown in Exhibit "D" attached hereto.

This Declaration is to be recorded upon registered land surveyor and engineer, Charles E. Griffin, being able to make the certification as provided by Florida Statutes Sub-711.08(1)(e), as to phase 1 shown on Sheet 4 of Exhibit "D" attached hereto.

Developer does not intend to relocate and/or change the elevation of any of the buildings shown on Exhibit "D". Notwithstanding, it is understood and agreed that the Developer shall have the right to make minor changes in location and elevation where such change does not substantially alter the plot plan and is made in order to save a tree or for other such environmental and/or aesthetical reasons.

Upon the completion of each phase, if no changes have been made, Developer shall cause a registered land surveyor and/or engineer of the State of Florida to certify as provided in Florida Statutes Sub-711.08(1)(e) and said certificate shall be recorded in the Public Records of Pinellas County, Florida and shall become a part of this Declaration of Condominium as though attached at the time of its initial recordation. Certification shall be made as to each successive phase until phase 10 has been completed.

In the event that a minor change in location and/or elevation of a building as above provided, then the sheet number of Exhibit "D" on which said phase is shown shall be amended to reflect such change and the amended sheet, together with the certificate as above provided, shall be recorded and shall constitute an amendment to the Declaration to the extent of such change.

Notwithstanding any other provision contained herein for amendments to the Declaration, Developer and/or subsequent owners of condominium parcels herein consent and agree that upon the filing of such certificates and/or amended sheets that this Declaration shall be deemed ipso facto to be amended in conformity therewith.

Assessments as provided for in Article XII shall be payable by the respective owners of the units commencing as to each unit immediately upon the units having been completed the Certificate of Occupancy issued for same, and the phase in which the unit is located having been certified as provided herein.

The sums shown on the Initial Estimated Budget for the clubhouse shall not be assessed or payable until the first day of the month which follows the completion of the clubhouse.

All streets, sidewalks, curbs, gutters, sub-surface drainage, sanitary sewers and other subdivision type improvements, as installed by Developer in accordance with plans and specifications thereof, prepared by Black, Crow & Eidsness, Inc. and on file with the City of

Clearwater Building Department, shall constitute common elements of the condominium and shall be used by the condominium owners for the uses normally associated with said improvements and all pursuant to reasonable rules and regulations as promulgated from time to time by the Directors of the Association.

Water is being furnished to the condominium by the City of Clearwater through a water distribution system being installed by the City and Developer. The City shall own and maintain the distribution lines to and including the meters. The condominium shall own and maintain the system from the outlet side of the City's meters.

The City of Clearwater is providing the condominium with gas through gas distribution system installed, owned and maintained by the City. The City's current policy is that it will hook up all gas appliances (including gas heaters, stoves and hotwater heaters) and maintain the appliances.

All expenses for water, sewer and trash, natural gas and outside electric power are designated as common expenses.

Section 2. - LONG TERM LEASE - SPECIAL PROVISIONS.

The undersigned, in accordance with the provisions of the Long Term Lease described in Article III, hereby apportions the initial rental payable thereunder to the units of the condominium as follows:

Ten dollars and ninety cents (\$10.90) per month
payable monthly in advance to each of the
151 1/B 1/B units.

Thirteen dollars and thirty-five cents (\$13.35) per
month payable monthly in advance to each of
the 163 2/B 1/B units.

Fourteen dollars and forty cents (\$14.40) per month
payable monthly in advance to each of the
163 2/B 2/B units.

Rental shall commence as to each respective unit immediately upon the conveyance thereof by Developer to the initial purchaser of same and shall continue throughout the term of the Lease.

The apportioned monthly rental shall be subject to adjustment based on the cost of living provision in the lease.

MISSION HILLS CONDOMINIUM ASSOCIATION, INC., the Association responsible for the operation of this Condominium, shall collect from its members, the prorata portion of the rental reserved in the Long Term Lease and apportioned to the respective Condominium units, as above provided, and will forthwith remit same to Lessor, all in accordance with the terms of Article XXIX of said lease.

All moneys required to be paid under the terms of the Long Term Lease for items other than rental, or payments apportioned by law to the respective units, (such as ad valorem taxes) are hereby declared to be a common expense of the Condominium.

All of the terms, conditions, duties and obligations to be kept and performed by lessee (other than the payment of money, hereinabove provided for) shall be kept and performed by the Condominium, the Condominium Association, and the owners of the Condominium units to the extent that same can be kept and performed by either or all. Each owner of a Condominium parcel in this Condominium, by the acceptance and recording of the deed of conveyance to his Condominium parcel, shall have agreed, and the Association is hereby given, on behalf of each individual Condominium parcel owner and Association member, his irrevocable proxy to act on his behalf regarding the keeping and performing of all of the duties and obligations on behalf of the lessee to be kept and performed by the terms of said Long Term Lease, it being agreed that the actions of the Association in this regard shall be governed by the majority vote of its members and each member shall be bound by the vote of the majority of the members as aforesaid.

Section 3. - RESERVATION OF RIGHTS TO DEVELOPER.
The Developer is irrevocably empowered, notwithstanding anything to the contrary herein, to sell, lease, or rent units to any persons approved by the Developer. Said Developer shall have the right to

transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save and except for this right to sell, rent, or lease as contained in this paragraph.

Developer hereby reserves unto itself, its successors, assigns or designees, an easement over and upon that portion of Mission Hills Boulevard lying northerly of the intersection of said Boulevard with Arrowhead Circle, West, both as shown on Sheet 1 of Exhibit "D" for vehicular and pedestrian ingress and egress from and to that parcel of property shown on said Sheet 1 shown as "not a part of this plat - future convenience center by others".

Section 4. - RECREATION AREA. The recreation area shown on Sheet 1 of Exhibit "D" constitutes part of the common areas shall be used by the members in common solely for recreational uses. Developer covenants that it will construct the leasehold improvements shown on the plat on or prior to May 1, 1972. Said improvements to consist of the recreation center building (clubhouse) to contain approximately 7,000 square feet and containing therein a meeting hall, billiard room, two cardrooms, lounge, kitchen, office, hobby room and bathroom facilities. Said clubhouse to be equipped with the furniture, fixtures and other personalty as are inventoried on Exhibit "F" attached hereto and made a part hereof.

Developer shall, within the said date, likewise construct the additional improvements consisting of pool, patio and two 4-lane

shuffleboard courts. Said improvements shall be constructed at the sole cost and expense of Developer and in accordance with the plans and specifications therefor prepared by Harvey Greene & Associates which are or will be filed with the City of Clearwater Building Department.

ARTICLE XXIV.

General

MISSION HILLS CONDOMINIUM shall be operated and maintained, and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

This Declaration for the Creation and Establishment of MISSION HILLS CONDOMINIUM, including exhibits attached hereto, made and entered into, and submitted this 12th day of November, A. D., 1971.

Witnesses:

Malden H. Fincher

George H. Fincher

IMPERIAL LAND CORPORATION,
a Florida corporation

By: Maurice J. Hillier
President

Attest: Douglas D. Rauh
Secretary

Commence at the N. E. corner of Section 8, Township 29-S, Range 16-E, thence run S 0° 07' 04" W. a distance of 60.00 feet to a point on the South right-of-way line of S. R. No. 590, said point being the point of beginning. Thence continue S 0° 07' 04" W. along said line, 1716.93 feet to the Northerly right-of-way line of the T & G. C. R. R.; thence run along said Northerly line to the West line of the NE 1/4 of the SE 1/4, said section in the following manner: S 29° 37' 04" W., 555.23 feet; S 34° 33' 49" W., chord 239.77 feet, Arc 240.06 feet; S 65° 10' 20" W., chord 943.81 feet, Arc 976.11 feet; N 88° 39' 46" W., chord 108.14 feet, Arc 108.15 feet; thence run N 0° 46' 50" E., along said West line, 188.99 feet to the South line of the SE 1/4 of the NE 1/4 of said section; thence run S 89° 36' 36" E. along said South line 430.76 feet to a point; thence run N 0° 07' 04" E., 1338.88 feet to the North line of said SE 1/4 of the NE 1/4; thence run N 89° 35' 26" W. along said North line, 415.44 feet to the SW corner of the NE 1/4 of the NE 1/4 of said section; thence run N 0° 46' 24" E., along the West line of said NE 1/4, 901.10 feet to a point; thence run S 89° 34' 16" E., 277.00 feet to a point; thence run N 0° 46' 24" E., 374.00 feet to the Southerly right-of-way line of SR No. 590; thence run S 89° 34' 16" E., along said line, 1063.86 feet to the P. O. B.

Subject to easements as recorded in O. R. Book 3504, page 655 and page 657 and O. R. Book 3536, page 418, all in the Public Records of Pinellas County, Florida.

Situate, lying and being in Pinellas County, Florida.

RECORDED
PIBELLAS CO FLORIDA
[Signature]
CLERK CIRCUIT COURT

73153643

C. I. 4098 PAGE 1270

2 10 37 AM '73

AMENDMENT TO DECLARATION
FOR THE CREATION AND ESTABLISHMENT
OF MISSION HILLS CONDOMINIUM

WITNESSETH:

WHEREAS, Article XXIII of the Declaration for the Creation and Establishment of Mission Hills Condominium dated 12th November, A. D., 1971 and recorded in O. R. Book 3665 at Pages 870 through 888, inclusive, of the Public Records of Pinellas County, Florida, provides that Developer (Imperial Land Corporation, a Florida corporation) had the right to make minor changes in the location and elevation of the buildings shown on Exhibit "D" to the Declaration; and

WHEREAS, said Article XXIII further provided that in the event changes were made, the Sheet on Exhibit "D" showing such building would be amended to reflect such change and that such amended Sheet be recorded together with the Certificate of a Registered Land Surveyor or Engineer of the State of Florida, as provided by the Condominium Act; and

WHEREAS minor changes in location and elevation were made in Buildings shown on Sheets 5 through 13 of said Exhibit "D"; and

WHEREAS, said Sheets have been amended to reflect same, and the Certificate of the Engineer has been made in accordance with Law, same being attached hereto as Exhibit "A".

NOW, THEREFORE, the undersigned Developer pursuant to the provisions of the Declaration hereby causes same to be amended by striking and deleting pages 5 through 13 of Exhibit "D" attached to said Declaration and adding and inserting in lieu thereof amended Sheets 5 through 13 attached hereto.

IN WITNESS WHEREOF, the undersigned U. S. HOME OF FLORIDA, INC. (successor to Imperial Homes Corporation by merger and change of name per Certificate of Secretary of State attached as Exhibit "B") hereunto

---PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM
DEED BOOK 15, PAGES 95 THROUGH 117---

*2880
9100
2000*

*11.1.73
230.000
1000000*

RETURN TO:

[Handwritten signature]

sets its hand and seal this the 1st day of November
A. D., 1973.

Witnesses:

U. S. HOME OF FLORIDA, INC.

Jane A. Pitzer
Ann S. Pitzer

By: Maurice J. Hillmyer
Vice - President

Attest: Joyce M. Hicks
Assistant Secretary

STATE OF FLORIDA)
 : ss
COUNTY OF PINELLAS)

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, appeared Maurice J. Hillmyer and Joyce M. Hicks, respectively, Vice President and Ass't Secretary of U. S. HOME OF FLORIDA, INC., a Florida corporation, who, having first been duly sworn, depose and on oath state that they executed the said instrument for the purposes therein stated, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater, Florida, this 1st day of ~~October~~ November, A. D., 1973.

Jane A. Pitzer
Notary Public - State of Florida

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1975
Issued by Attorney Reg. & Control, Fla.

4098 1273

CERTIFICATION:

I HEREBY CERTIFY that on this 10th day of July, 1973, that the property shown on Sheets 5 through 13 inclusive, each styled Replat Mission Hills Condominium was surveyed and staked and monuments were set as indicated and that dimensions and angles are correct.

The undersigned further certified that the Plat of Mission Hills Condominium Sheets 1 through 13 as amended by the recordation of Replat of Sheets 5 through 13 inclusive, together with the wording of the Declaration of Mission Hills Condominium as recorded in Official Record Book 3665, at Pages 870 - 889 inclusive is a correct representation of the improvements and that there can be determined there from the identification, location, dimensions, and size of the common elements and of each unit. Further that the improvements described in said Declaration and shown and described in and on Replat of Sheets 5 through 13 hereof have been completed.

This Replat is made in accordance with and pursuant to the provisions of Article XXIII of the said Declaration of Mission Hills Condominium.

BLACK, CROW & EIDSNES, INC.

Eugene S. Caudell

Eugene S. Caudell
Florida Registered Land Surveyor #2311

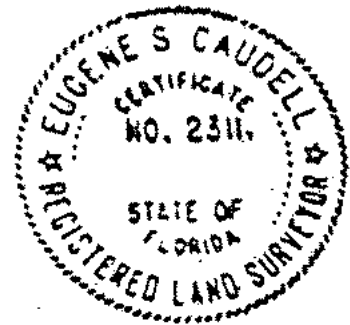


EXHIBIT A

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
MISSION HILLS CONDOMINIUM

(Substantial change to Section: See Article XVIII, Section 11
for current text)

ARTICLE XVIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the Condominium Act, shall be subject to, and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

Section 11. After the effective date of this amendment, at least one person fifty-five (55) years of age or older must be an occupant of each unit while a person occupies said unit. Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy and reside in a unit long as at least one of the occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of eighteen (18) shall be allowed to permanently reside in or occupy a residence. For purposes of occupancy by persons under eighteen (18) years of age, "permanent" occupancy shall mean occupancy more than three (3) weeks during any six (6) month period, or a maximum of six (6) weeks in any twelve (12) month period. The Board shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988. The Board of Directors shall have the power to make hardship exceptions to this provision in the event of death or disability of an owner or proper tenant, so long as not less than eighty (80%) percent of the units in the condominium are occupied in accordance with the criteria contained herein. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times and to establish policies in order to comply with the requirements of the Fair Housing Amendments Act of 1988.

a579d

LAW OFFICES

SR. POLIAKOFF & STREITFELD, P.A., BARNETT BANK PLAZA, 1150 CLEVELAND STREET, SUITE 400 • CLEARWATER, FLORIDA 346
TELEPHONE (813) 443-3711

Prepared by and Return to:
C. SCOTT BRAINARD, ESQUIRE
FISHER & SAULS, P.A.
100 2nd Avenue South, Suite 701
St. Petersburg, Florida 33701

Condominium Plats for this Condominium
were filed in Condominium Plat Book 9,
Pages 45 to 57, Public Records of Pinellas
County, Florida

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM**

CERTIFICATE made this 1st day of JUNE, 1995, by MISSION HILLS
CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, MISSION HILLS, a Condominium ("Condominium"), was created by the
filing of that certain Declaration of Condominium at Official Records Book 3665, Page 870, of
the Public Records of Pinellas County, Florida ("Declaration"); and

WHEREAS, a sufficient number of the owners of units in the Condominium have
approved an amendment to the Declaration in accordance with the terms thereof, as more
particularly set forth herein,

NOW, THEREFORE, be it known that:

1. ARTICLE IX, Amendments, Section 1, of the Declaration shall be
amended, and hereafter shall read as follows:

Section 1: This Declaration (except as otherwise
provided herein) may be amended, at any regular or special
meeting of unit owners call and noticed in accordance with the
By-Laws, by an affirmative vote of a majority (239) of the
unit owners.

2. All other portions of the Declaration not expressly amended hereby shall
remain unchanged.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed
the date and year first above written by its duly authorized officers.

RETURN TO
Fisher & Sauls, P.A.
ST. PETERSBURG BRANCH

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation not for profit

Lorie G Gally
Lorie G Gally
Print Name

Margaret Jacobsen
Margaret Jacobsen
Print Name

By: Harold Seltzer
HAROLD SELTZER, President

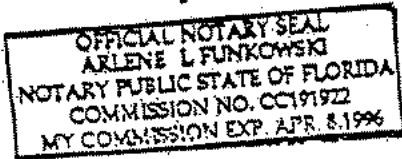
Attest: Dorothy Kelly
DOROTHY KELLY, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of June, 1995, by Harold Seltzer, as President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation. He is known to me personally, or he produced _____ as identification, and did take an oath.

Arlene L. Funkowski
NOTARY PUBLIC
Print Name ARLENE L. FUNKOWSKI

My Commission Expires:



AL027500 JFB	06-06-1995	16:44:46
01 CTF-MISSION HILLS		
RECORDING	1	\$10.50
	TOTAL:	\$10.50
	CHECK AMT. TENDERED:	\$10.50
	CHANGE:	\$ 0.00

INST # 96-085555
MAR 29, 1996 8:06PM

PINELLAS COUNTY FLA.
OFF. REC. BK 9294 PG 811

Prepared by and Return to:
C. SCOTT BRAINARD, ESQUIRE
FISHER & SAULS, P.A.
100 2nd Avenue South, Suite 701
St. Petersburg, Florida 33701

Condominium Plats for this Condominium
were filed in Condominium Plat Book 9,
Pages 45 to 57, Public Records of Pinellas
County, Florida.

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

CERTIFICATE made this 20th day of March, 1996, by MISSION HILLS
CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, MISSION HILLS, a Condominium ("Condominium"), was created by the
filing of that certain Declaration of Condominium at Official Records Book 3665, Page 870, of
the Public Records of Pinellas County, Florida ("Declaration"); and

WHEREAS, a sufficient number of the owners of units in the Condominium have
approved an amendment to the Declaration in accordance with the terms thereof, as more
particularly set forth herein.

NOW, THEREFORE, be it known that:

1. Article XVIII, Section 5 of the Declaration of Condominium shall be
amended and shall hereafter read as follows:

"Section 5. Unit owners, their families, guests, invitees, or lessees shall in no
way deface or mar, or make any alteration, repair or replacement, or change, in or to the
common elements or limited common elements, and shall be liable for damages therefor.

No unit owners shall enclose screened porches, except upon prior approval of the Board of
Directors, and then same shall only be enclosed in conformity with a common plan to be
approved by the Directors so that all enclosures shall be uniform in appearance. Any unit
owner desiring to install a screened enclosure shall first submit to the Board of Directors
for approval a written plan for such enclosure, together with any additional information
concerning the construction, materials or installation as the Board may deem reasonable
and necessary. All enclosures shall be considered part of the units for which installed, and

Page 1 of 2

RETURN TO
Fisher & Sauls, P.A.
ST. PETERSBURG BRANCH

not part of the common elements, the owners of the respective units, and all subsequent owners of such units, having sole responsibility for the maintenance, repair and replacement of the enclosures; provided, however, that the Board shall be permitted to regulate the appearance, and the maintenance, repair and replacement of such enclosures."

2. All other portions of the Declaration not expressly amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed the date and year first above written by its duly authorized officers.

Edward A. Seltzer
Print Name EDWARD A. SELTZER

Gail Mick
Print Name GAIL MICK

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation not for profit

By: Harold Seltzer
HAROLD SELTZER, President

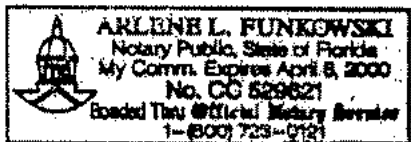
Attest: Heath Tong
HEATH TONG, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before me this 26th day of March, 1996, by Harold Seltzer, as President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation. He is known to me personally, or he produced a _____ Driver's License as identification.

My Commission Expires:

Arlene L. Funkowski
NOTARY PUBLIC
Print Name ARLENE L. FUNKOWSKI



9L038607 TCS 03-29-1996 16:02:47
DI CIF-MISSION HILLS CONDO ASSOC.
RECORDING 1 \$10.50

TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00

01 Cash 11 Chg
Rec 10.50
1 DS
3 Int
Tot 10.50

INST # 97-356878
DEC 9, 1997 7:51PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9929 PG 932

Condominium Plats for this Condominium
were filed in Condominium Plat Book 9,
Pages 45 to 57, Public Records of Pinellas
County, Florida

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

CERTIFICATE made this 4th day of December, 1997, by
MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation
not for profit ("Association").

WHEREAS, MISSION HILLS, a Condominium ("Condominium"), was
created by the filing of that certain Declaration of Condominium at
Official Records Book 3665, Page 870, of the Public Records of
Pinellas County, Florida ("Declaration"); and

WHEREAS, a sufficient number of the owners of units in the
Condominium have approved an amendment to the Declaration in
accordance with the terms thereof, as more particularly set forth
herein.

NOW, THEREFORE, be it known that:

1. Article XIX of the Declaration of Condominium shall
be amended to add a new Section 3, which new Section shall read as
follows:

"Section 3. In connection with the approval of a sale,
lease or other transfer of a Unit, the Association may charge a fee
in the amount of \$25.00; provided, however that such fee shall not
be chargeable in connection with the approval of a renewal of an
existing lease of a Unit with the same lessee. Further, in the
event a Unit Owner submits an application for a new lease with a
lessee who was an approved lessee of a Unit under a lease which
commenced within 15 months before the date of such application, the
Association shall not charge a fee in connection with the approval
of such lease. A Unit Owner proposing to lease or sell his or her
Unit shall deliver to the Association, along with the application

Prepared By and Return To:
C. Scott Braisard, Reg.
Fisher & Gould, P.A.
100 Second Ave. S., #701
St. Petersburg, FL 33701

9L053979 TCS 12-09-1997 15:06:54
01 CTF-MISSION HILLS CONDO ASSOC
RECORDING 1 \$10.50

TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00

for approval, a copy of the proposed lease or sales contract signed buy the lessee(s) or purchaser(s) and the fee described above. The application shall not be considered complete, and the Association shall have no obligation to consider such an application, until the proposed lease or Sales contract and the fee shall have been delivered to the Association. Prior to occupancy of a Unit, the Proposed lessee(s) or purchaser(s) must be interviewed by a Committee appointed by the Board of Directors."

2. All other portions of the Declaration not expressly amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed the date and year first above written by its duly authorized officers.

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation not for profit

Helen Vitale
Print Name HELEN VITALE

By: Wendell Shull
WENDELL SHULL, President

William B. Wilkins
Print Name WILLIAM B. WILKINS

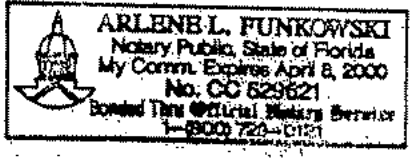
Attest: Dorothy Kelly
DOROTHY KELLY, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of December, 1997, by WENDELL SHULL, as President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation. He is known to me personally, or he produced a Florida Driver's License as identification.

Arlene L. Funkowski
NOTARY PUBLIC
Print Name ARLENE L. FUNKOWSKI

My Commission Expires:



INST. JB-285791
DEC 4, 1998 7:20PM

PINELLAS COUNTY FLA.
OFF REC BK 10326 PG 1370

Prepared by and Return to:
C. Scott Brainard, Esquire
Fisher & Sauls, P.A.
100 2nd Avenue South, #701
St. Petersburg, FL 33701

Condominium Plats for this Condominium
were filed in Condominium Plat Book 9,
Pages 45 to 57, Public Records of Pinellas
County, Florida

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM**

CERTIFICATE made this 2nd day of December, 1998, by MISSION HILLS
CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, MISSION HILLS, a Condominium ("Condominium"), was created by the filing of
that certain Declaration of Condominium at Official Records Book 3665, Page 870, of the Public Records
of Pinellas County, Florida ("Declaration"); and

CONDOMINIUM
1059 WHEREAS, a sufficient number of the owners of units in the Condominium have approved an
amendment to the Declaration in accordance with the terms thereof, as more particularly set forth herein.

NOW, THEREFORE, be it known that:

1. ARTICLE XVI of the Declaration, entitled Limited Common Elements, shall
be amended to add a new Paragraph, which new Paragraph shall read as follows:

At 1059
"All windows in the exterior walls bounding a particular Unit, including
window panes, frames and hardware (hereinafter referred to the "windows"), and all doors
providing access to a Unit from the exterior of the building in which the Unit is located,
including the doors themselves, door frames and hardware (hereinafter referred to as the
"doors"), shall be considered limited common elements reserved for the exclusive use of the
Unit so served. All sliding glass doors or other doors leading from the interior of a Unit to a
patio, porch or other room located outside the structural boundary wall of a Unit, whether
such patio, porch or room is enclosed with screen or otherwise, shall be considered doors
serving that Unit. The owner of a Unit shall be obligated to maintain, repair and replace all
windows and doors serving his or ber Unit; provided, however, the Association shall maintain
and repair all wooden window frames and the exterior surfaces of all window frames and door
frames. In the event any window or door of a Unit shall require replacement as a result of an
insurable loss as described in the Association's insurance policy, as such policy shall be written
from time to time, the Association shall be responsible for such replacement and any associated
insurance deductible."

2. All other portions of the Declaration not expressly amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed the date and year first above written by its duly authorized officers.

[Handwritten Signature]

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation not for profit

Print Name WALTER BLAHEY

By: *[Handwritten Signature]*
WENDELL SHULL, President

RICHARD A. FRICKE
Print Name *[Handwritten Signature]*

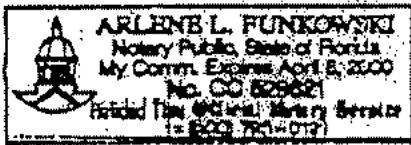
Attest: *[Handwritten Signature]*
DOROTHY KELLY, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of December, 1998, by WENDELL SHULL, as President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation. He is known to me personally, or he produced a _____ Driver's License as identification.

[Handwritten Signature]
NOTARY PUBLIC
Print Name ARLENE L. FUNKOWSKI

My Commission Expires April 8, 2000



81073335 JFB	12-04-1998	16:05:58
01 CTF-MISSION HILLS		
RECORDING	1	\$10.50
	TOTAL:	\$10.50
	CHECK AMT. TENDERED:	\$10.50
	CHANGE:	\$.00

Prepared by and Return to:
 C. Scott Brainard, Esquire
 Fisher & Sauls, P.A.
 100 2nd Avenue South, #701
 St. Petersburg, FL 33701

Condominium Plats for this Condominium
 were filed in Condominium Plat Book 9,
 Pages 45 to 57, Public Records of Pinellas
 County, Florida

PAGES 4
 ACOT _____
 REC 19.50
 DR210 _____
 DS _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 REV _____
 TOTAL 19.50
 OK BAL _____
 CHG AMT _____

KARLEEN F. DE BLAKER, CLERK OF COURT
 PINELLAS COUNTY, FLORIDA

71078352 12-16-1999 15:06:26
 51 AFF-MISSION HILLS CONDO
 0000000000
 IR: BK: SPG: EPG:
 RECORDING 004 PAGES 1 \$15

TOTAL: \$15
 P CHECK AMT. TENDERED: \$15
 CHANGE:
 BY _____ DEPUTY CLERK

99-405452 DEC-16-1999 3:06pm
 PINELLAS CO BK 10756 PG 1590

**CERTIFICATE OF AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM**

CERTIFICATE made this 14th day of DECEMBER, 1999, by MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, MISSION HILLS, a Condominium ("Condominium"), was created by the filing of that certain Declaration of Condominium at Official Records Book 3665, Page 870, of the Public Records of Pinellas County, Florida ("Declaration"); and

WHEREAS, a sufficient number of the owners of units in the Condominium have approved amendments to the Declaration in accordance with the terms thereof, as more particularly set forth herein.

NOW, THEREFORE, be it known that:

- The Declaration is hereby amended as set forth in the Schedule of Amendments to Declaration of Condominium attached hereto as Exhibit "A", and by this reference made a part hereof.
- All other portions of the Declaration not expressly amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed the date and year first above written by its duly authorized officers.

[Signature]
 Print Name Leonard A. Leighton
[Signature]
 Print Name Charles Falley

MISSION HILLS CONDOMINIUM
 ASSOCIATION, INC., a Florida
 Corporation not for profit

By: [Signature]
 JAMES CLAYTON, President

Attest: [Signature]
 WILLIAM WILKINS, Secretary

PINELLAS COUNTY FLA.
 OFF REC BK 10756 PG 1591

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of DECEMBER 1999, by JAMES CLAYTON, as President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation. He is known to me personally, or he produced a Driver's License as identification.

My Commission Expires:

[Signature]
 NOTARY PUBLIC
 Print Name ARLENE L. FUNKOWSKI

Attachments:

Exhibit "A" - Schedule of Amendments to Declaration of Condominium

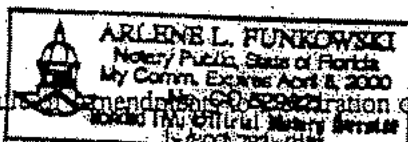


EXHIBIT "A"

SCHEDULE OF AMENDMENTS TO
DECLARATION OF CONDOMINIUM

1. ARTICLE XV, Common Elements, is amended to add a new paragraph at the end of the Article, which new paragraph reads as follows:

Notwithstanding the foregoing, a unit owner may install a patio on the ground along the rear outside boundary wall of that owner's unit, but only after first obtaining the approval of the Board of Directors. The Board shall adopt, and may amend or modify from time to time, specifications for approved patios along the rear boundary wall of the units. A unit owner desiring to install a patio along the rear of the owner's unit shall submit a written request to the Board, which request shall include such information concerning the installation of the patio as the Board shall reasonably require. If the proposed patio complies with the Board's specifications at the time of the request, the Board shall approve the request. The installation of a patio on the common elements without the Board's approval, or that does not comply with the Board's specifications, shall constitute a violation of this Declaration. The owner of the unit with a patio shall have the obligation to maintain, repair and replace all parts of the patio at all times. The Board shall have the authority to make reasonable rules and regulations concerning the use, aesthetic standards, maintenance, repair and replacement of all patios installed on the Condominium Property.

2. ARTICLE XVI, Limited Common Elements, is amended to add a new paragraph at the end of the Article, which new paragraph reads as follows:

All patios installed on the common elements along the boundary walls of a unit shall be considered a limited common element reserved for the exclusive use of the owner of that unit. No limited common element patio shall be installed except in compliance with the provisions of Article XV. The owner of the unit with a patio shall have the obligation to maintain, repair and replace all parts of the patio at all times. The Board shall have the authority to make reasonable rules and regulations concerning the use, aesthetic standards, maintenance, repair and replacement of all limited common element patios.

3. ARTICLE XVII, Parking, shall be amended to read as follows:

All parking spaces and/or areas not identified by number and letter, thereby constituting Limited Common Elements as herein before provided, shall be used in common by the unit owners, their guests and invitees pursuant to reasonable rules and

regulations to be adopted from time to time by the Association. Unit owners, their guests and invitees may not park in any parking space assigned to another unit owner without the written permission of such owner. The written permission must be on file in the Association office. Unit owners are limited to no more than two (2) vehicles per unit to be parked on condominium property unless prior permission has been granted by the Board of Directors. No motorcycles, motor homes, campers, trailers or other recreational vehicle of any kind shall be parked on the condominium property at any time; provided, however, that, if the owner or operator of such a vehicle shall first obtain approval in writing from the Association, the vehicle may be parked on the condominium property in a location at the clubhouse designated by the Association for such parking for a period not exceeding forty-eight (48) hours. No vehicles of any kind may be parked on a street within the condominium property where a sign is posted prohibiting parking. Boats, jet skis and other watercraft, and trailers for such watercraft, may not be brought onto or parked, either temporarily or permanently, on the condominium property. No trucks whose registered curb weight is greater than three-quarter (3/4) ton or which is used for commercial purposes may be brought onto or parked, either temporarily or permanently, on the condominium property; provided, however, that trucks used by service contractors having business with a unit owner may be parked temporarily on the condominium property but only while that contractor is actively performing service for the unit owner. No person may bring onto or keep on the condominium property a vehicle of any kind that is then inoperative, or that does not then have a current registration and license plate. All vehicles must obey all posted parking signs including, but not limited to, alternate side of the street parking requirements, and parking in the direction of traffic flow. If any vehicle is parked in a location on the condominium property in violation of this Article, such vehicle shall be considered parked in an unauthorized location as contemplated by Chapter 715, Florida Statutes, and the Association shall have the authority to cause the offending vehicle to be towed from the condominium property as provided by that Chapter.

7L100284 05-18-2001 12:06:23 DRC
51 AFF-MISSION HILLS CONDO
220400
IN:01167998 BK:11377 SPG:2386 EPG:236
RECORDING 002 PAGES 1 \$10.5

EPV Prepared by and return to:
C. SCOTT BRAINARO, ESQUIRE
DEEB & BRAINARD, P.A.
5999 Central Avenue, Suite 202
St. Petersburg, FL 33710

TOTAL: \$10.5
P CHECK AMT. TENDERED: \$10.5
CHANGE: \$0.0
BY _____ DEPUTY CLERK

Condominium Plats for this Condominium
are filed in Condominium Plat Book 9,
Pages 45 through 57, of the Public
Records of Pinellas County, Florida.

PAGES 2
ACCT _____
REC RISD
DR219 _____
DG _____
INT _____
FEES _____
MTF _____
PC _____
REV _____
TOTAL 0.50
CK BAL _____
IG AMT _____

CERTIFICATE OF AMENDMENT

CERTIFICATE made this 16th day of March, 2001, by MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, the Declaration of Condominium ("Declaration") for MISSION HILLS, a Condominium ("Condominium") was recorded in Official Records Book 3665, Page 870, of the Public Records of Pinellas County, Florida, and the Articles of Incorporation of the Association are attached to the Declaration as Exhibit "A"; and

WHEREAS, the owners of units in the Condominium desire to amend the Articles of Incorporation of the Association, and a sufficient number of such owners has affirmatively voted at a duly called meeting of the Association to approve certain amendments as set forth herein.

NOW, THEREFORE, be it known that:

1. The Articles of Incorporation of the Association are hereby amended as described in the Articles of Amendment attached hereto as Exhibit "1".
2. Any portion of the Declaration and the Articles of Incorporation not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused these presents to be signed the date and year first above written.

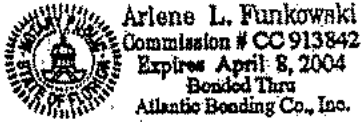
Joseph W. Zaltrowich
Witness
Theresa Petrone
Witness

MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a
Florida Not For Profit Corporation
By: James Clayton
James Clayton, President
Attest: Garfield Baker
Garfield Baker, Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing was acknowledged before me, this 16th day of March, 2001, by James Clayton, President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation.

My Commission Expires: April 8, 2004
Arlene L. Funkowski
NOTARY PUBLIC
ARLENE L. FUNKOWSKI
Print Name



ARTICLES OF AMENDMENT

1. The Articles of Incorporation for MISSION HILLS CONDOMINIUM ASSOCIATION, INC., filed with the Florida Secretary of State on November 1, 1971, are hereby amended as follows:

ARTICLE IX, Section 9.2 is amended to read as follows:

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a majority of the entire membership of the Board of Directors and by not less than a majority (239) of the unit owners.

2. The members of the Association were entitled to vote on the foregoing amendment, and the members voted to adopt the foregoing amendment at a meeting held on March 8, 2001. The number of votes cast for the emendment was sufficient for approval under the requirements of the Articles of Incorporation.

Dated: March 16, 2001

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC., a Florida corporation
not for profit

By: James Clayton
JAMES CLAYTON, President

FILED
MAR 23 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ENV

Prepared by and return to:
C. SCOTT BRAINARD, ESQUIRE
DEEB & BRAINARD, P.A.
5999 Central Avenue, Suite 202
St. Petersburg, FL 33710

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

6C280103 02-01-2002 16:45:37 WJB
51 CTF-MISSION HILLS CONDO
013123
IH:02044477 BK:1181B SPG:0269 EPG:0269
RECORDING 001 PAGES 1 \$6.00

Condominium Plats for this Condominium
are filed in Condominium Plat Book 9,
Pages 45 through 57, of the Public
Records of Pinellas County, Florida.

02-044477 FEB-1-2002 4:45PM
PINELLAS CO BK 1181B PG 269

TOTAL: \$6.00
CHECK AMT. TENDERED: \$6.00
CHANGE: \$0.00
BY _____ DEPUTY CLERK

CERTIFICATE OF AMENDMENT

CERTIFICATE made this 10th day of January, 2002, by MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, the Declaration of Condominium ("Declaration") for MISSION HILLS, a Condominium ("Condominium") was recorded in Official Records Book 3665, Page 870, of the Public Records of Pinellas County, Florida; and

WHEREAS, the owners of units in the Condominium desire to amend the Declaration, and a sufficient number of such owners has affirmatively voted at a duly called meeting of the Association to approve certain amendments as set forth herein.

NOW, THEREFORE, be it known that:

- 1. The Declaration is hereby amended as described as follows:

ARTICLE XII, Assessments, shall be amended to add the following new paragraph:

"Assessments for common expenses shall be payable in equal monthly installments due on the first day of each month. Special assessments shall be due and payable in such amounts and on such dates as may be determined by the Board of Directors from time to time. The Association may charge an administrative late fee in the amount of \$10.00 for each assessment or installment of an assessment that is not received by the Association within ten (10) days after the due date for the assessment or installment."

- 2. Any portion of the Declaration not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused these presents to be signed the date and year first above written.

[Signature]
Witness
[Signature]
Witness

MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida
Not For Profit Corporation

By: *[Signature]*
James Clayton, President

Attest: *[Signature]*
Emil Jacobsen, Secretary
(CORPORATE SEAL)

PAGES 1
ACCT _____
REC 6.00
DRE 10 _____
DB _____
INT _____
FEE \$ _____
MTF _____
P/C _____
REV _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing was acknowledged before me, this 10th day of January, 2002, by James Clayton, President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation:

[Signature]
NOTARY PUBLIC

My Commission Expires:



Arlene L. Funkowski
Commission # CC 913842
Expires April 8, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
ARLENE L. Funkowski
Print Name

TOTAL 6.0000
CK BAL _____
CHG AMT _____

Prepared by and return to:
C. SCOTT BRAINARD, ESQUIRE
DEEB & BRAINARD, P.A.
5999 Central Avenue, Suite 202
St. Petersburg, FL 33710

Condominium Plats for this Condominium
are filed in Condominium Plat Book 9,
Pages 45 through 57, of the Public
Records of Pinellas County, Florida.

CERTIFICATE OF AMENDMENT

CERTIFICATE made this 30th day of January, 2003, by MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit ("Association").

WHEREAS, the Declaration of Condominium ("Declaration") for MISSION HILLS, a Condominium ("Condominium") was recorded in Official Records Book 3665, Page 870, of the Public Records of Pinellas County, Florida; and

WHEREAS, the owners of units in the Condominium desire to amend the Declaration, and a sufficient number of such owners has affirmatively voted at a duly called meeting of the Association to approve certain amendments as set forth herein.

NOW, THEREFORE, be it known that:

1. The Declaration is hereby amended as described in Exhibit "A" attached hereto.
2. Any portion of the Declaration not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused these presents to be signed the date and year first above written.

James M. Clayton
Witness
John J. Wehinger
Witness

MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a
Florida Not For Profit Corporation

By: Mary Hise
Mary Hise, President

Attest: Michael Bogeman
Michael Bogeman, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing was acknowledged before me, this 30th day of January, 2003, by Mary Hise, President of Mission Hills Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the Corporation.

Arlene L. Funkowski
NOTARY PUBLIC

My Commission Expires:

ARLENE L. FUNKOWSKI
Print Name



Arlene L. Funkowski
Commission # CC 913842
Expires April 8, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Article XVIII, Restrictions, shall be amended to add a new Section 15, which new Section shall read as follows:

"Section 15. No person shall own or lease more than two (2) units in the Condominium at any one time, and no unit owner shall convey, sell, assign or otherwise transfer any interest in a unit to any other person who shall, at the time of such conveyance, sale, assignment or transfer own or lease at two (2) units in the Condominium. For the purpose of this Section, the following shall apply:

(A) The term "person" shall be defined to mean (1) an individual, (2) a corporation, partnership, limited partnership, limited liability company, business trust, Illinois land trust, or other legally recognized business organization or arrangement; or (3) a trust, whether testamentary, revocable or otherwise.

(B) A person is considered to own or lease a unit in the Condominium if that person, or if the person is an individual, the spouse of or other person related to such person by blood or marriage, either individually or jointly with any other person, (1) owns or holds record legal or equitable title to a unit; (2) owns or holds a tenant's interest in a unit; (3) owns or holds a life estate, remainder or reverter interest in a unit; (4) is an officer, director, shareholder, member, manager, partner, limited partner, or otherwise owns or holds any interest in the equity of, or the voting control or other right to control the business operations of, any business organization which owns or holds an interest in the legal or equitable title to a unit or a tenant's interest in a unit; or (5) is a trustee or beneficiary of, or holds any other beneficial interest in, any trust that owns or holds an interest in the legal or equitable title to a unit or a tenant's interest in a unit.

(C) In connection with any application for the sale or lease of a unit, the Association may require the seller and/or the purchaser or tenant to disclose the names and addresses of all persons proposed to have any interest in the unit under the proposed purchase or lease, as defined in this Section, and the Association shall not be required to approve any application for approval of the sale or lease of a unit, the closing or commencement of which would result in a person owning or leasing more than two units in the Condominium. In the alternative, the Association may condition approval of such an application on the disposition by any person of his, her or its interest in as many units as may be necessary to bring such person in compliance with this Section.

(D) Any acquisition of an interest in a unit by any person that is prohibited by this Section shall constitute a violation of this Section and of the Declaration, and conveyance of any such interest shall be voidable by the Association by action commenced within one (1) year after the Association obtains actual knowledge of such violation.

(E) The provisions of this Section shall apply prospectively from the effective date of this Section only, and shall not require any person owning or leasing more than two units as of that effective date to divest himself, herself or itself of any of such units; provided, however, that any person owning or leasing more than two units as of the effective date of this Section may not thereafter acquire any interest in any other unit in the Condominium as long as that person shall own or lease two or more units in the Condominium.

(F) Exceptions: The provisions of this Section shall not apply to:

(1) the acquisition of any interest in a unit in the Condominium solely as security for a loan; or

(2) the acquisition of any interest in a unit by a person as a matter of law as a result of the death of another person."

-Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004160483 04/12/2004 at 08:00 PM
OFF REC BK: 13497 PG: 137-138
DocType:RST RECORDING: \$10.50

**CERTIFICATE OF AMENDMENT TO THE DECLARATION FOR THE CREATION
AND ESTABLISHMENT OF MISSION HILLS CONDOMINIUM**

We, THERESA BUCKLEY, President and MICHAEL BOGEMAN, as Secretary of Mission Hills Condominium Association, Inc., do hereby certify that by the affirmative vote of a majority (239) of the unit owners present and voting at the annual meeting of Mission Hills Condominium Association, Inc., as held on March 12, 2004 and reconvened on March 23, 2004, held in accordance with the By-Laws of this Association, the following amendments were duly enacted as follows:

Article XIX, Section 3 of the Declaration of Condominium for Mission Hills Condominium is amended to read as follows:

Section 3. In connection with the approval of a sale, lease or other transfer of a Unit, the Association may charge a fee in the amount of ~~\$25.00~~ amounts to be determined by the Board of Directors from time to time, but not to exceed the maximum fees allowed by law; provided, however that such fee shall not be chargeable in connection with the approval of a renewal of an existing lease of a Unit with the same lessee. Further, in the event a Unit owner submits an application for a new lease with a lessee who was an approved lessee of a Unit under a lease which commenced within 15 months before the date of such application, the Association shall not charge a fee in connection with the approval of such lease. A Unit Owner proposing to lease or sell his or her Unit shall deliver to the Association, along with the application for approval, a copy of the proposed lease or sales contract signed by the lessee(s) or purchaser(s) and the fee described above. The application shall not be considered complete, and the Association shall have no obligation to consider such an application, until the proposed lease or sales contract and the fees shall have been delivered to the Association. Prior to occupancy of a Unit, the Proposed lessee(s) or purchaser(s) must be interviewed by a Committee appointed by the Board of Directors.

CODING: The full text to be amended is stated, New words to be inserted are double-underlined.

CONDOMINIUM PLAT PERTAINING HERETO
RECORDED IN PLAT BOOK 9, PAGE 45 AND
CONDOMINIUM PLAT BOOK 15, PAGE 96 AND
THE DECLARATION OF CONDOMINIUM AS
RECORDED IN OFFICIAL RECORDS BOOK 3665,
PAGE 870 OF THE PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA.

Certificate of Amendment to the Declaration for
The Creation and Establishment of Mission Hills
Page Two

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC.

(Corporate Seal)

By: Theresa Buckley
THERESA BUCKLEY, President

Michael J. Bogeman
MICHAEL BOGEMAN, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 30th day of March, 2004, THERESA BUCKLEY, President and MICHAEL BOGEMAN, Secretary of Mission Hills Condominium Association, Inc., who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Condominium and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 30th day of March, 2004.

(SEAL)

Arlene L. Funkowski
NOTARY PUBLIC, State of Florida
My Commission Expires: 4-8-2008

312999.1



Arlene L. Funkowski
Commission # DD282706
Expires April 8, 2008
Printed Tray Film - Intertec, Inc. 609-385-7019

~~PROPOSED~~ AMENDMENT FOR DECLARATION FOR THE
CREATION AND ESTABLISHMENT OF MISSION HILLS CONDOMINIUM

I. Article XIX Section 2 of the Declaration for the Creation and Establishment of Mission Hills Condominium is amended to read as follows:

Section 2 - LEASING. No person who obtains title to a unit after the recording of this amendment shall be permitted to lease or rent that unit within the first one (1) year of ownership of that unit, except where title is obtained through inheritance. All lessees shall be subject to prior approval in writing by the Board of Directors. No unit shall be leased or rented by the respective unit owner thereof for ~~transit~~transient or hotel purposes, which are hereby defined as (a) rentals for less than ninety days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. For purposes of this section, a unit is deemed to be leased or rented when it is occupied by a person other than the unit owner or approved tenant as a temporary or permanent residence for greater than 14 days in any 30 day period while the unit owner or approved tenant resides elsewhere. Any person intending to occupy a unit for greater than 14 days in the absence of the owner or approved tenant shall register with the on-site association office not later than 48 hours after the initial occupancy of the unit. ~~Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that a~~All such leases of units shall be ~~are made~~ subject to this Declaration, and the Condominium Act, and the lessee has been approved for occupancy in writing by the Directors of the Association.

APPROVED 09/22/2008

CERTIFICATE OF AMENDMENT
TO
DECLARATION
FOR
THE CREATION AND ESTABLISHMENT OF
MISSION HILLS CONDOMINIUM

NOTICE IS HEREBY GIVEN that at the duly called annual meeting of the members on March 5, 2019, by the affirmative vote of a majority of the unit owners, the Declaration for the Creation and Establishment of Mission Hills Condominium, as originally recorded in O.R. Book 3665, Page 870, et seq. of the Public Records of Pinellas County, Florida, and the same is hereby amended as follows:

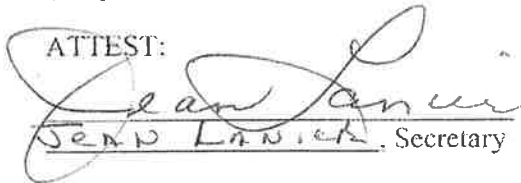
The Declaration for the Creation and Establishment of Mission Hills Condominium is hereby amended and entitled "Schedule of Amendments to Declaration for the Creation and Establishment of Mission Hills Condominium "

IN WITNESS WHEREOF, MISSION HILLS CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 22nd day of March, 2019.

MISSION HILLS CONDOMINIUM
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:


Jean Lanier, Secretary

By: Vicki N. Buchheit
Vicki N. Buchheit, President
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22nd day of MARCH, 2019, by VICKI BUCHHEIT, as President, and JEAN LANIER, as Secretary, of MISSION HILLS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

SUSAN M HUNTLEY
NOTARY PUBLIC
Commission # GG 142993
Expires September 14, 2021
Bonded thru Budget Notary Services



SCHEDULE OF AMENDMENTS
TO
DECLARATION
FOR
THE CREATION AND ESTABLISHMENT OF
MISSION HILLS CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE XII, Assessments, of the Declaration is hereby amended to read as follows:

Assessments for common expenses shall be payable in equal monthly installments due on the first day of each month. Special assessments shall be due and payable in such amounts and on such dates as may be determined by the Board of Directors from time to time. The Association may charge an administrative late fee as described in Florida Statutes 718.116(3), as same may be amended from time to time in the amount of \$10.00 ~~for each assessment or installment of an assessment that is not received by the Association within ten (10) days after the due date for the assessment or installment.~~

...

2. The last paragraph of ARTICLE XIV, Insurance, of the Declaration is hereby amended to read as follows:

ARTICLE XIV.
Insurance

...

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring fee owner-Lessor, the Association and its members, against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings, and improvements. Insurance policies shall be in accordance with Florida Statutes 718.111(11) as same may be amended from time to time, and the amounts of policies may be adjusted from time to time as the Board of Directors deems necessary. ~~to the extent of not less than \$300,000.00 to cover the claim or damage for personal injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal injuries that may arise or be claimed to have arisen against the fee owner-Lessor or the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. Said insurance to be written in companies acceptable to fee owner-Lessor.~~

3. Article XVIII, Restrictions, Section 8, of the Declaration shall be amended to read to as follows:

Section 8. All garbage and trash shall be placed in the disposal installation provided by the Association for such purposes by the Association. All trash receptacles are for household garbage only and must be kept locked to deter wildlife from foraging. No household garbage or garbage bags are to be left outside of the receptacles. It is the responsibility of the unit owner to remove all construction debris and other large unwanted items, i.e. television, furniture, appliances etc. from Association property and no items may be placed in Association receptacles. No items or garbage intended for disposal may be placed in and around the maintenance building. Gardening refuse and debris is to be bagged and placed at the curb on designated trash days and not in trash receptacles. Recycling is mandatory within Association property. Rules must be observed and adhered to and are posted throughout the Community.

4. ARTICLE XIX, Transfer of Condominium Parcels, Section 1 - SALES, of the Declaration is hereby amended to read as follows:

ARTICLE XIX.
Transfer of Condominium Parcels

Any person desiring to live in Mission Hills, whether purchasing, leasing or joining an existing household must pass a background check. Failure to satisfactorily complete this process is just cause for the Board of Directors to reject any applicant.

Section 1. – SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within thirty days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within thirty days, the transfer shall be deemed to have been approved by the Directors.

~~If the transfer be disapproved, the Directors shall have thirty days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract for sale.~~

~~If the directors fail to exercise their option to purchase within said thirty day period, then the unit owner shall be free to sell and convey to the intended purchaser.~~

5. Article XVII, Parking, of the Declaration shall be amended to read as follows:

Section 1. Four Wheeled, Passenger Motor Vehicles:

All parking spaces and/or areas not identified by number and letter, thereby constituting Limited Common Elements as herein before provided, shall be used in common by the unit owners, their guests and invitees pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Unit owners,

their guests and invitees may not park in any parking space assigned to another unit owner. The written permission must be on file in the Association office. Unit owners are limited to no more than two (2) motor vehicles per unit to be parked on condominium property unless prior permission has been granted by the a majority of Board of Directors in writing. No vehicles of any kind may be parked on a street within the condominium property where a sign is posted prohibited parking. No vehicles trucks whose registered curb weight is greater than three-quarter (3/4) ton or which is are used for commercial purposes may be brought onto or parked, either temporarily or permanently, on the condominium property; provided, however, that trucks used by service contractors having business with a unit owner may be parked temporarily on the condominium property but only while that contractor is actively performing service for the unit owner or approved by the Association.

No person may bring onto or keep on the condominium property a vehicle of any kind that is then inoperative, or that does not then have a current registration and license plate. All vehicles must obey all posted parking signs including, but not limited to, alternate side of the street parking requirements, and parking in the direction of the traffic flow. If any vehicle is parked in a location on the condominium property in violation of this Article, such vehicle shall be considered parked in an unauthorized location as contemplated by Chapter 715, Florida Statutes, and the Association shall have the authority to cause the offending vehicle to be towed from the condominium property as provided by that Chapter.

Section 2. Recreational Vehicles:

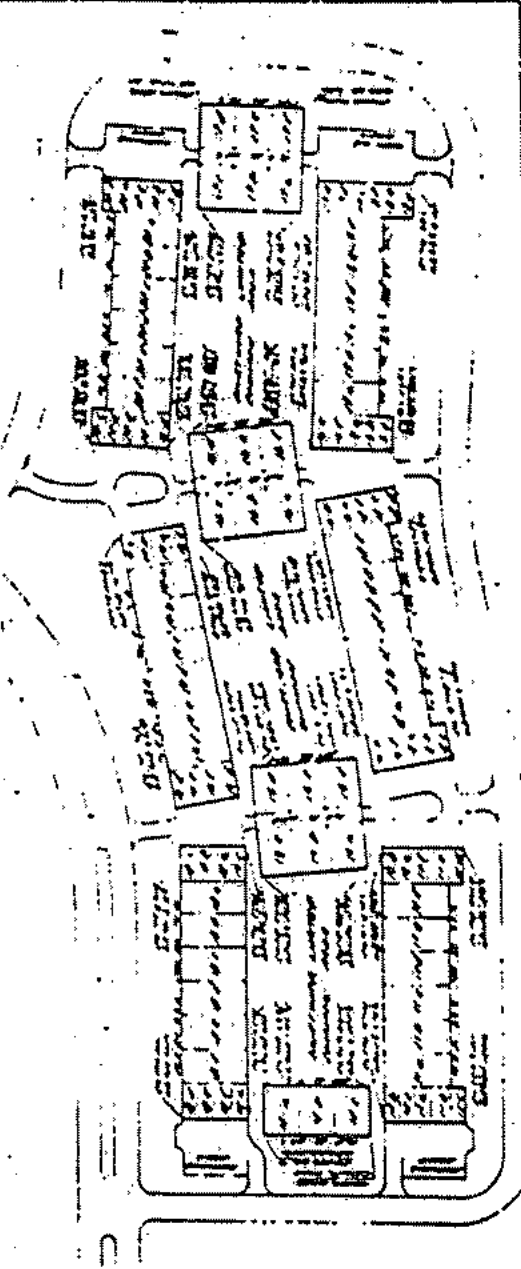
No motorcycles, motor homes, campers, trailers, or other recreational vehicle of any kind shall be parked on the condominium property at any time; provided, however, that, if the owner or operator of such a vehicle shall first obtain approval in writing from the Association, the vehicle may be parked on the condominium property in a location ~~at the clubhouse~~ designated by the Association for such parking for a period not exceeding forty-eight (48) hours. Boats, jet skis and other watercraft, and trailers for such watercraft, may not be brought onto or parked, either temporarily or permanently, on the condominium property.

REPLAT

MISSION HILLS CONDOMINIUM

SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM

EXHIBIT



PROVISIONS CONCERNING

... shall be the same as the provisions in Article 10 of the Declaration of Condominium, and the provisions in Article 11 of the Declaration of Condominium.

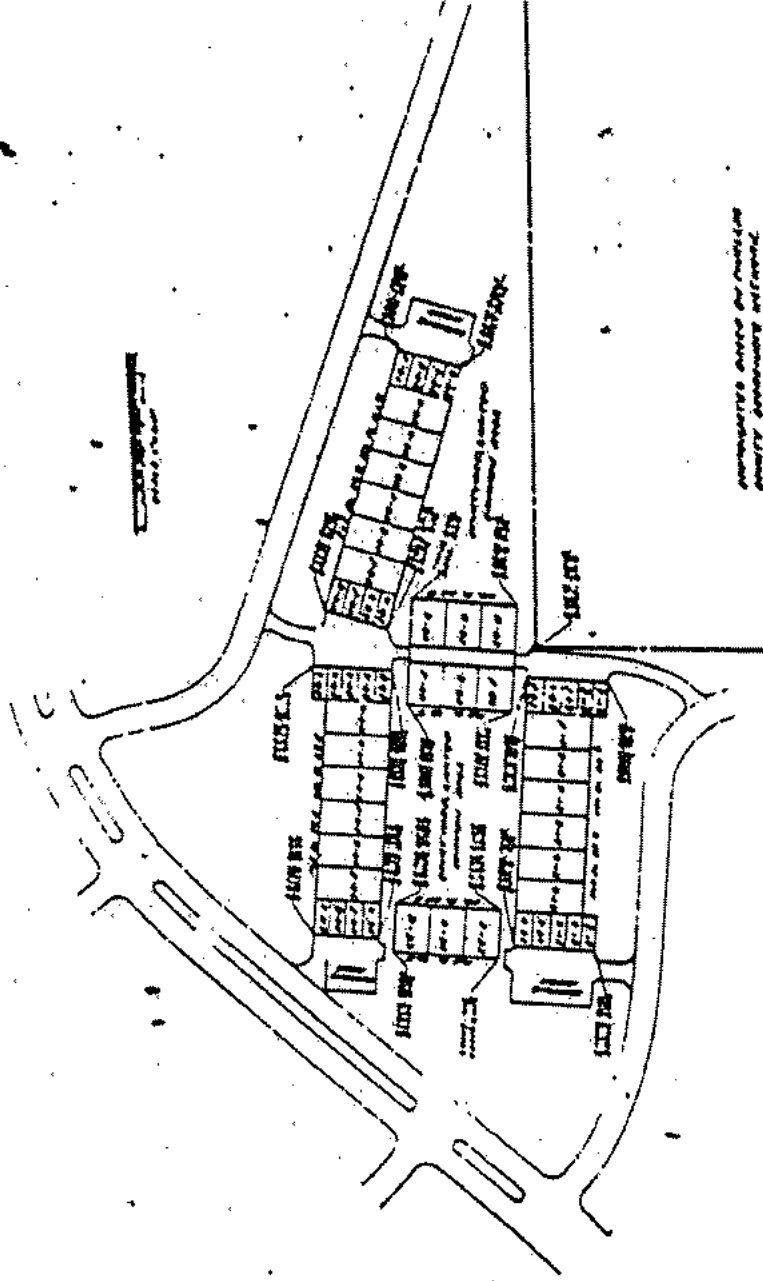
... shall be the same as the provisions in Article 10 of the Declaration of Condominium, and the provisions in Article 11 of the Declaration of Condominium.

... shall be the same as the provisions in Article 10 of the Declaration of Condominium, and the provisions in Article 11 of the Declaration of Condominium.

SEE PAGE 10

REPLAT
**MISSION HILLS
CONDOMINIUM**

SITUATED IN SECTION 6, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM



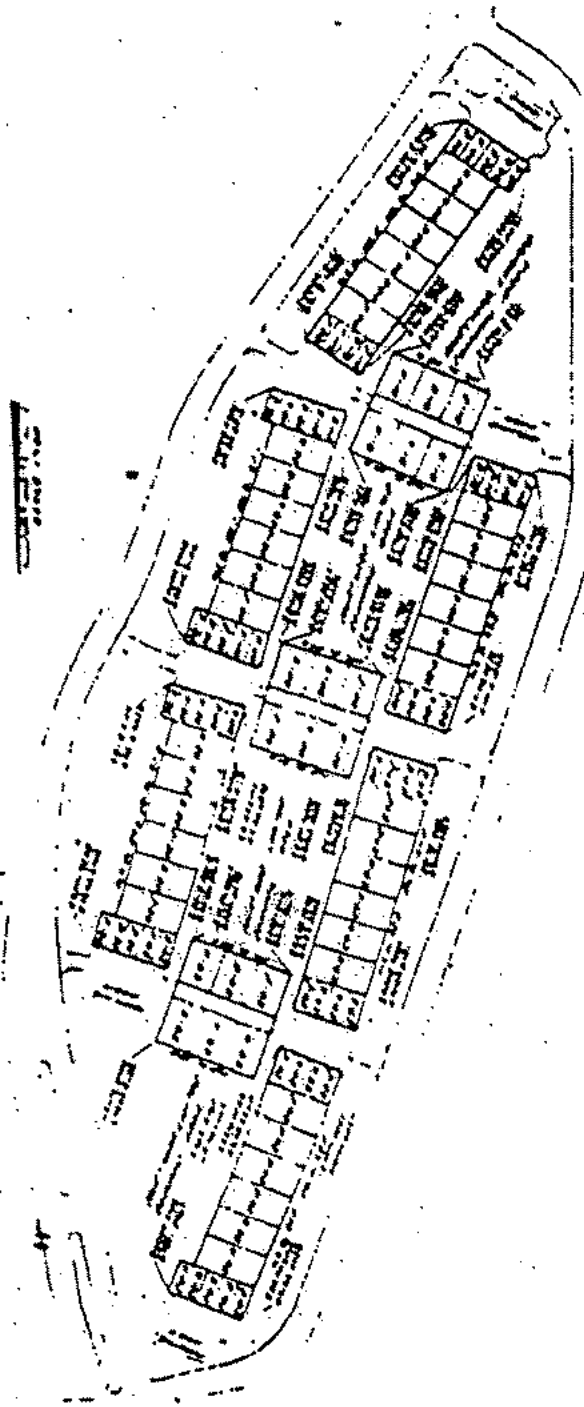
PREPARED BY ARCHITECT
DATE: 10/15/75

114098 BR1275

REPLAT

MISSION HILLS CONDOMINIUM

SITUATED IN SECTION 6, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM

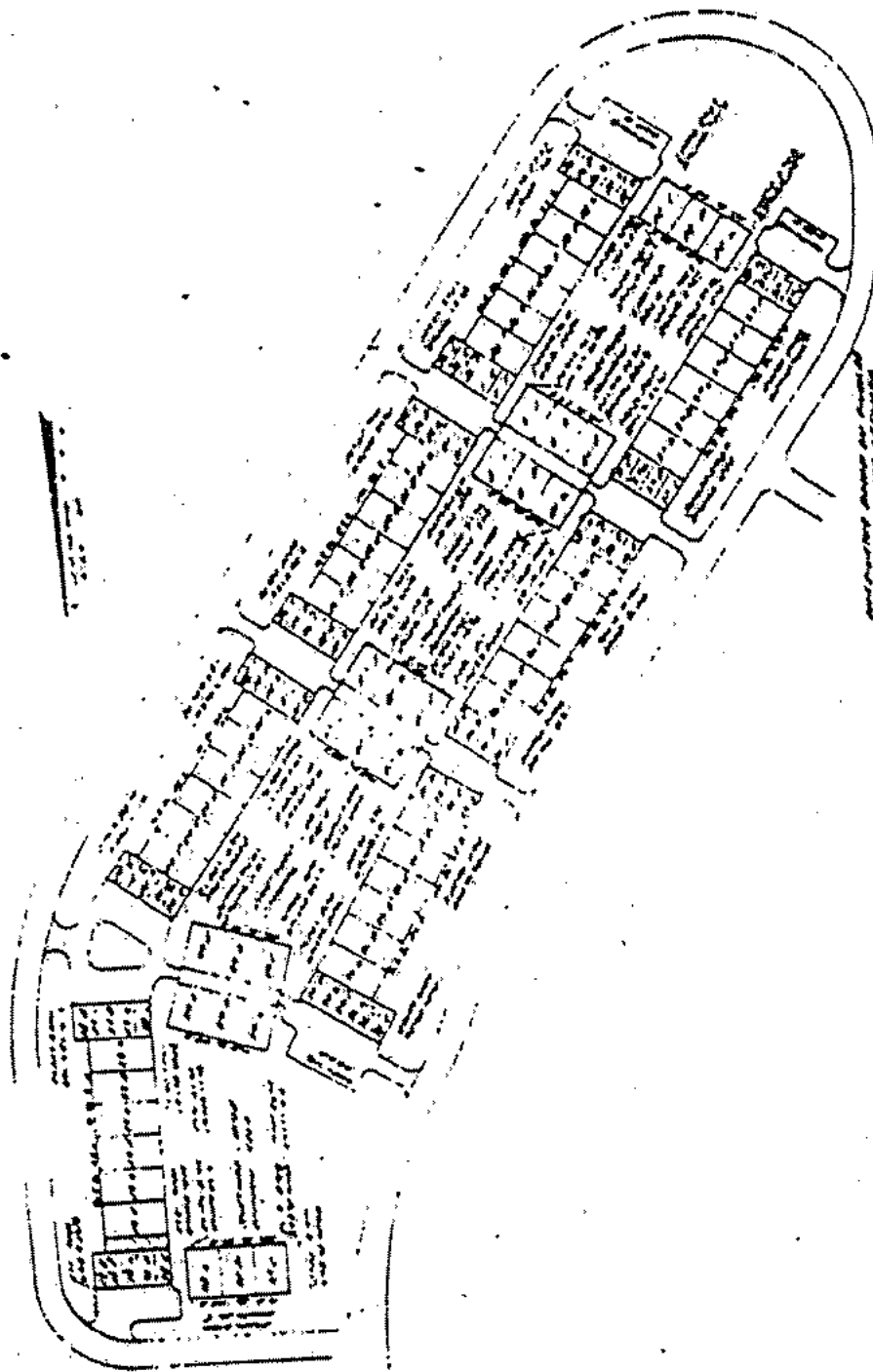


AS SHOWN

CONDOMINIUM UNIT PLANS
NOT TO SCALE

REPLAT
**MISSION HILLS
CONDOMINIUM**

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A STATUTORY LEASEHOLD CONDOMINIUM



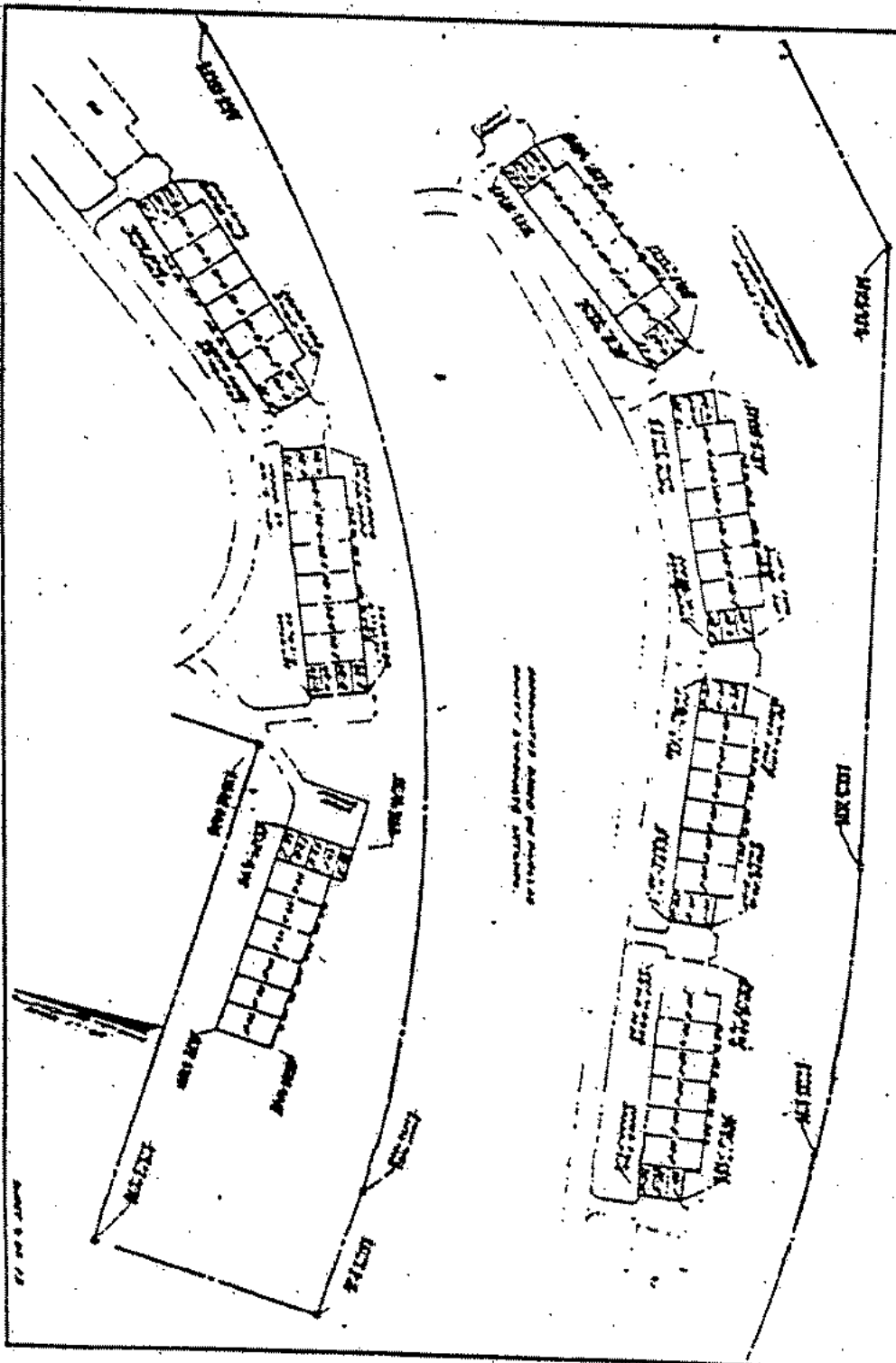
SECTION 8
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R-16-E

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REPLAT
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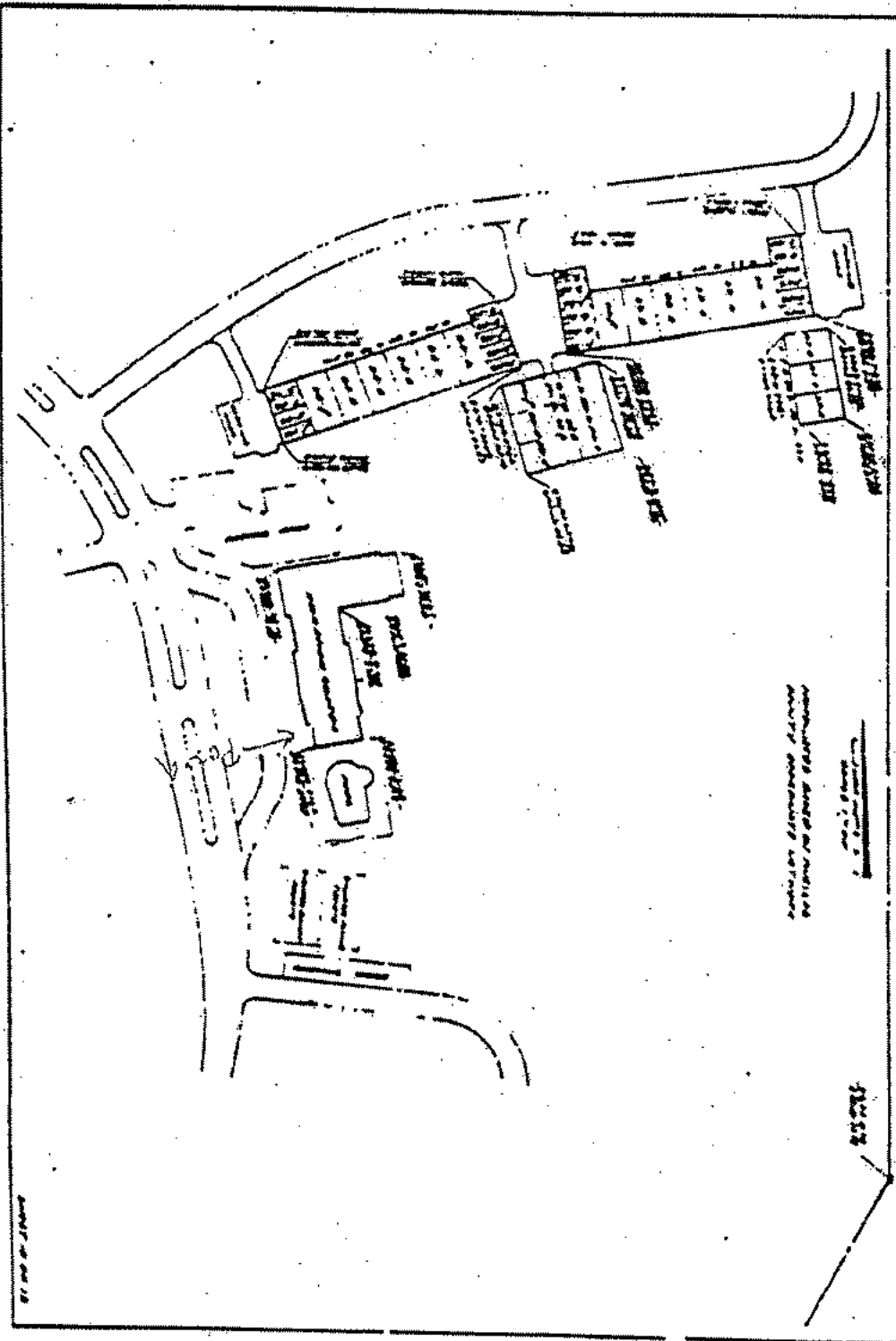
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MISSION HILLS CONDOMINIUM

REPLAT
SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM

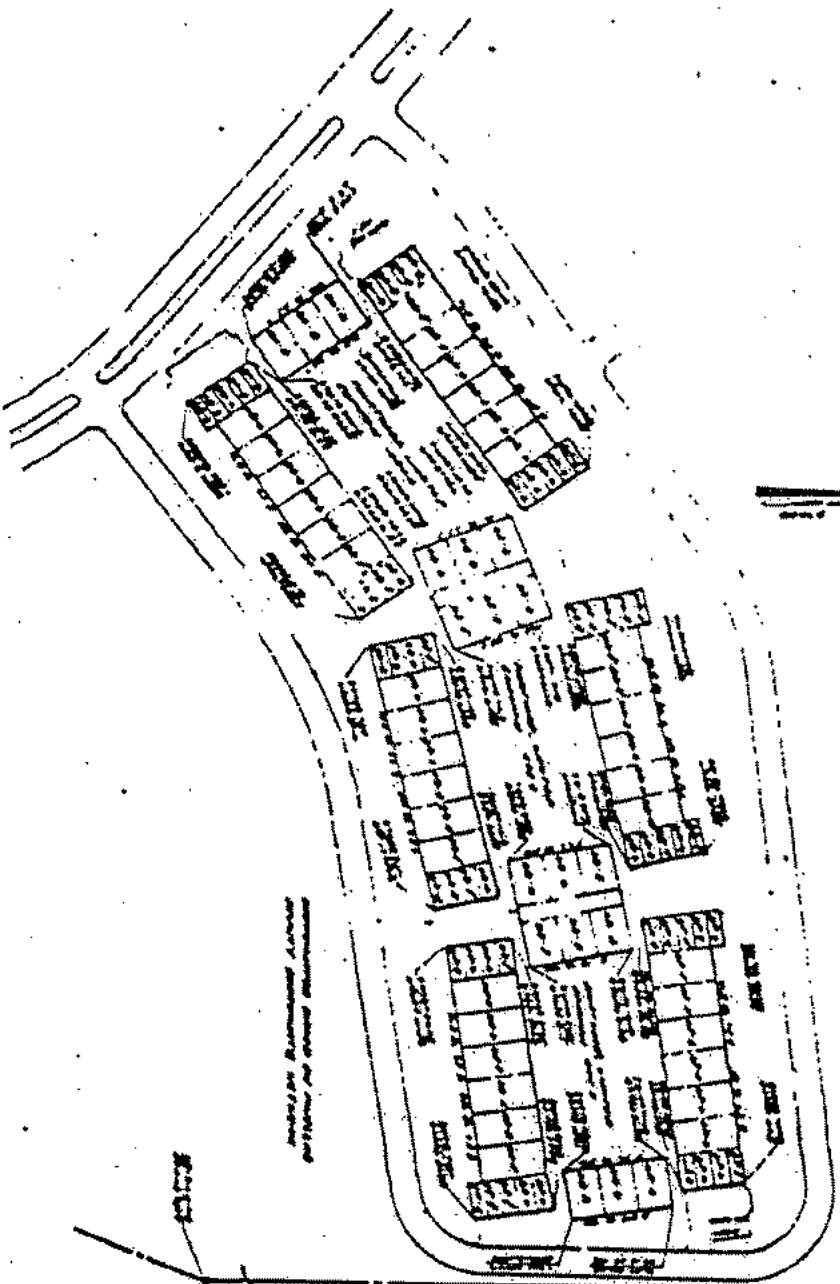


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MISSION HILLS CONDOMINIUM

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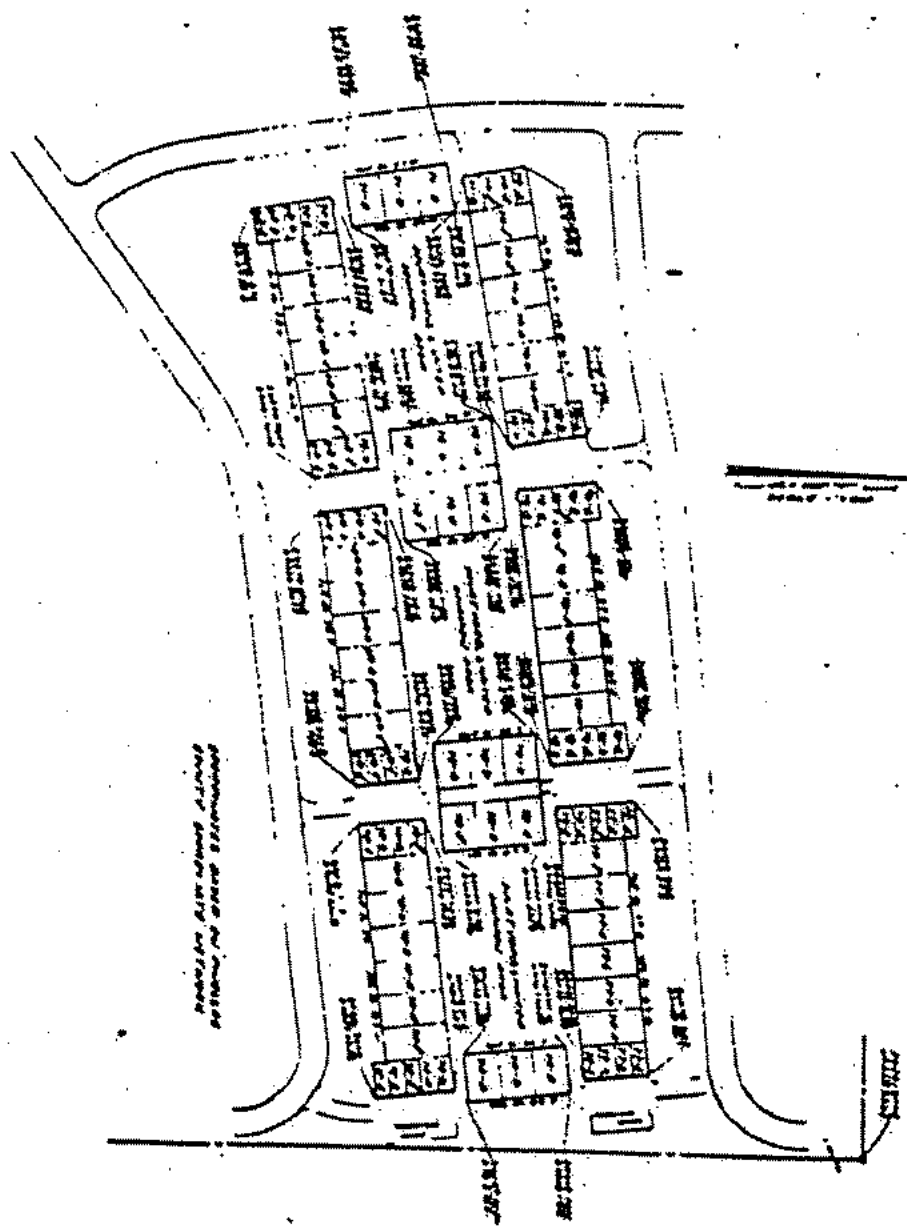


APR 11, 1978

LL4098 NS1281

REPLAT MISSION HILLS CONDOMINIUM

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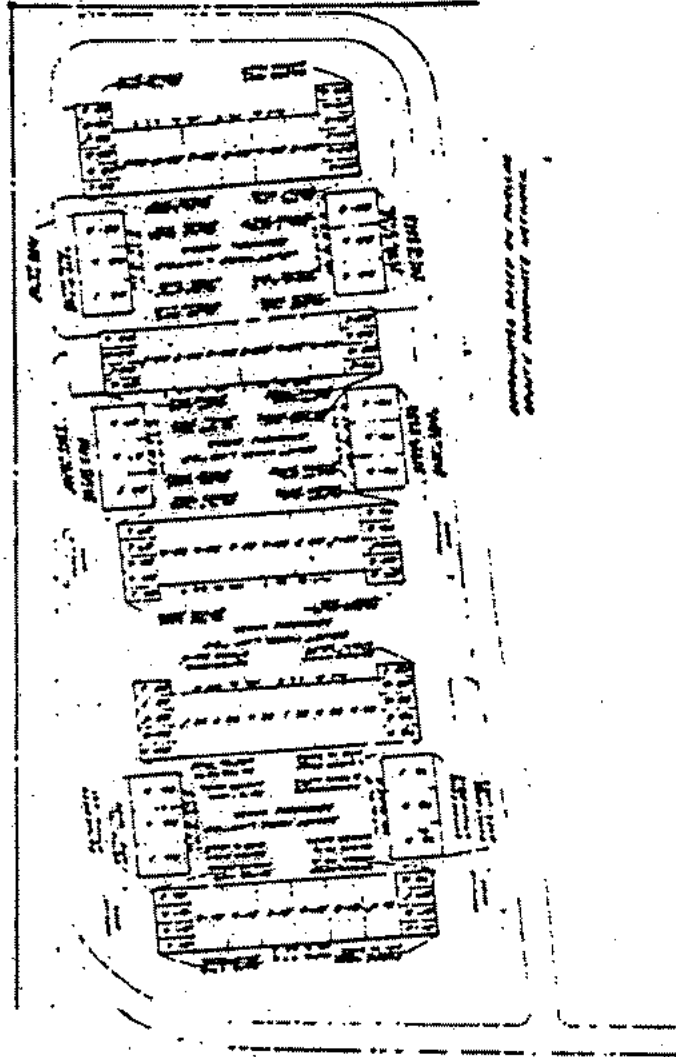
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REPLAT
**MISSION HILLS
CONDOMINIUM**

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A STATUTORY LEASEHOLD CONDOMINIUM



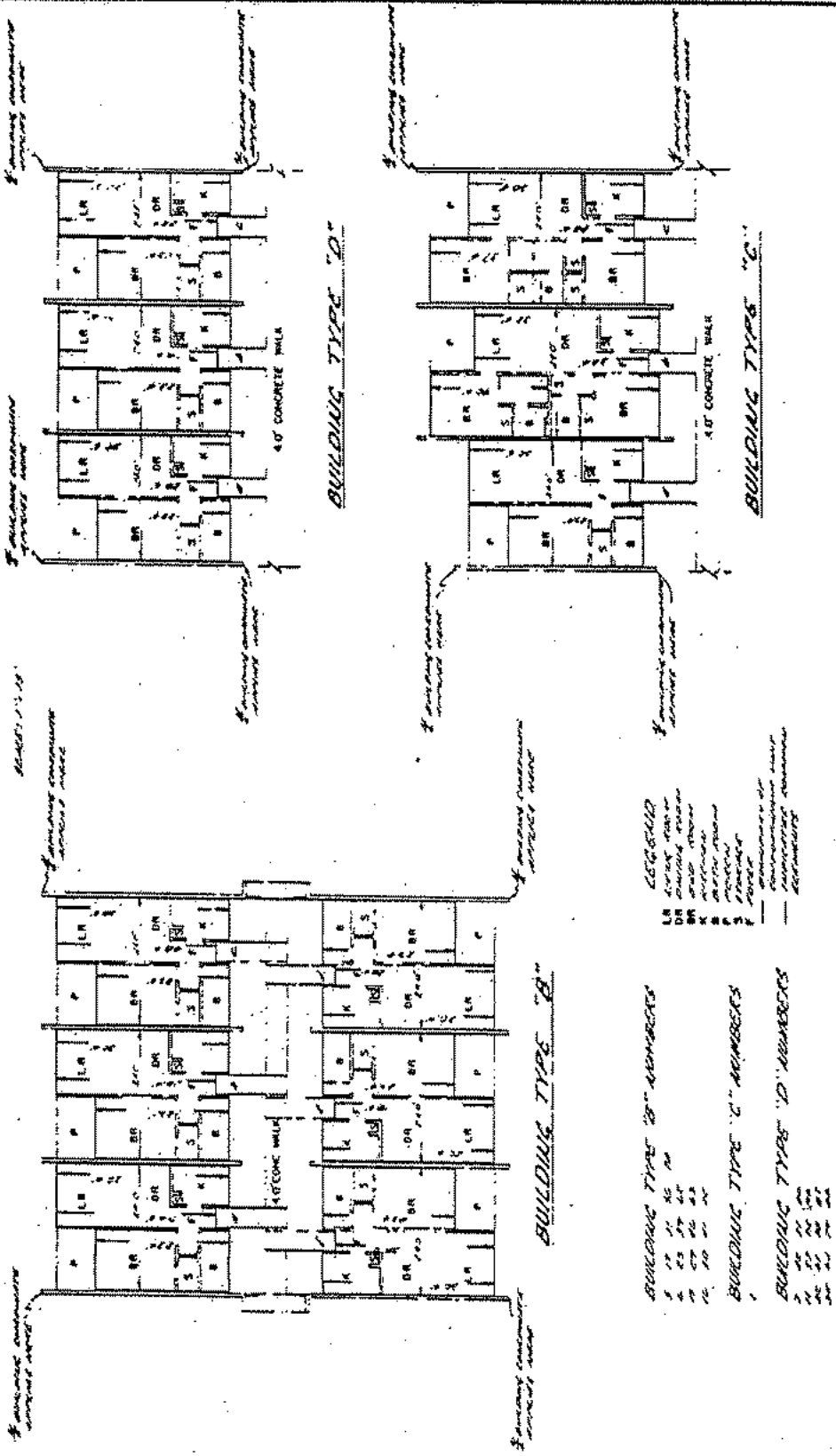
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114098 plat 282

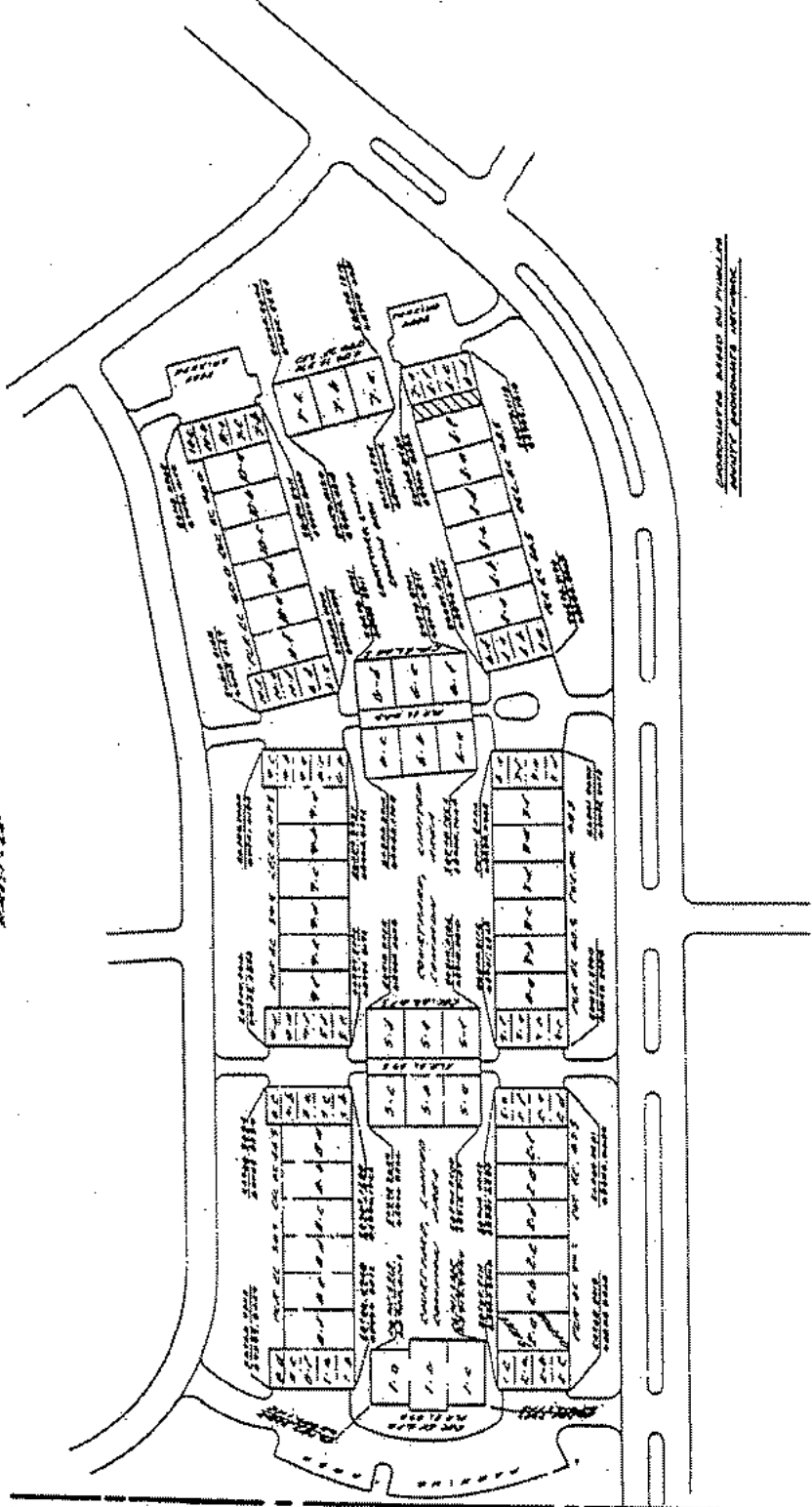
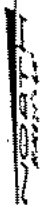
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SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM



MISSION HILLS CONDOMINIUM

SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM

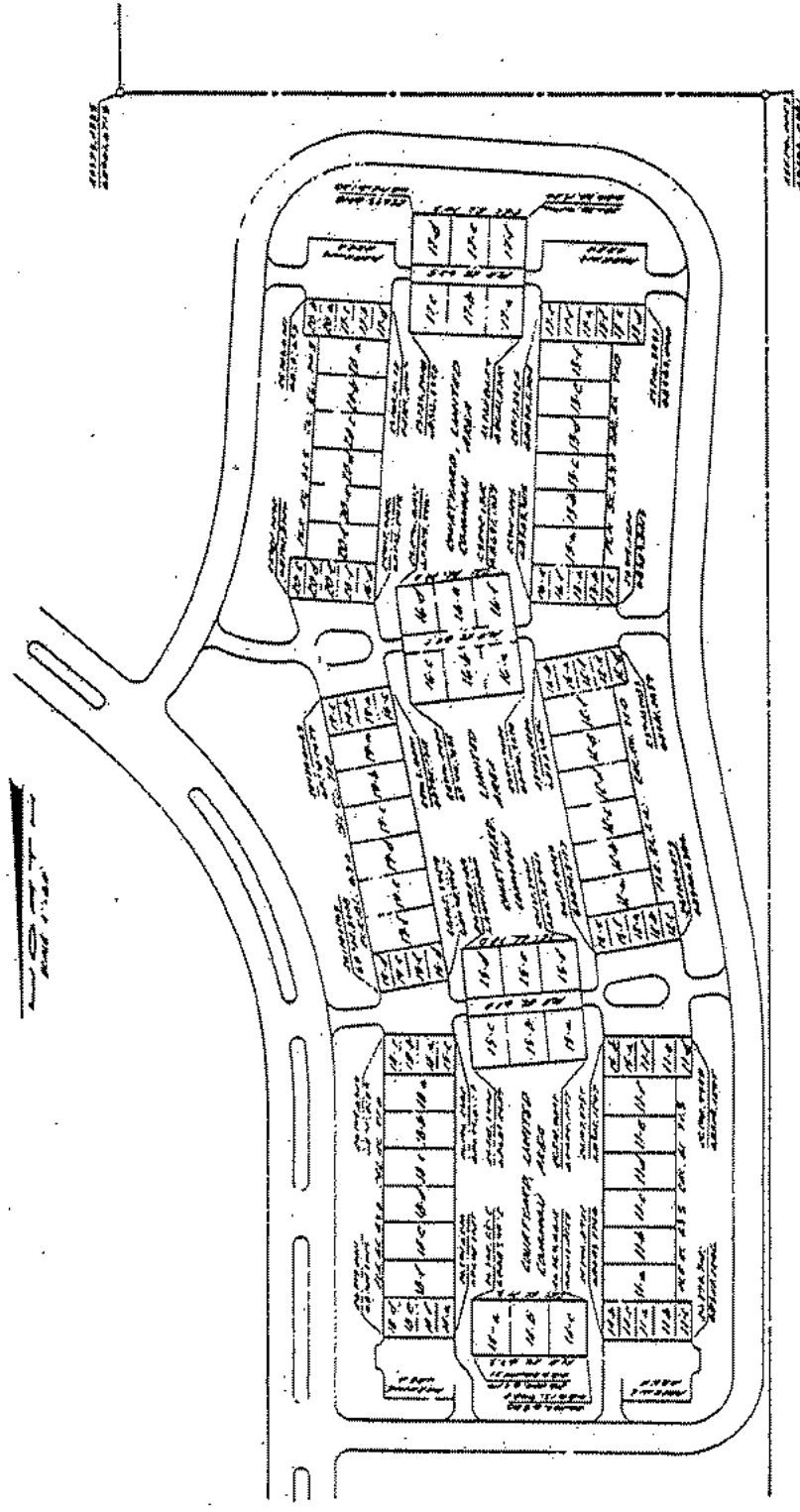


CONDOMINIUM BASED ON PINELLAS COUNTY CONDOMINIUM ACT

NOT TO SCALE
FOR INFORMATION ONLY
SEE PLANS FOR DETAILS

MISSION HILLS CONDOMINIUM

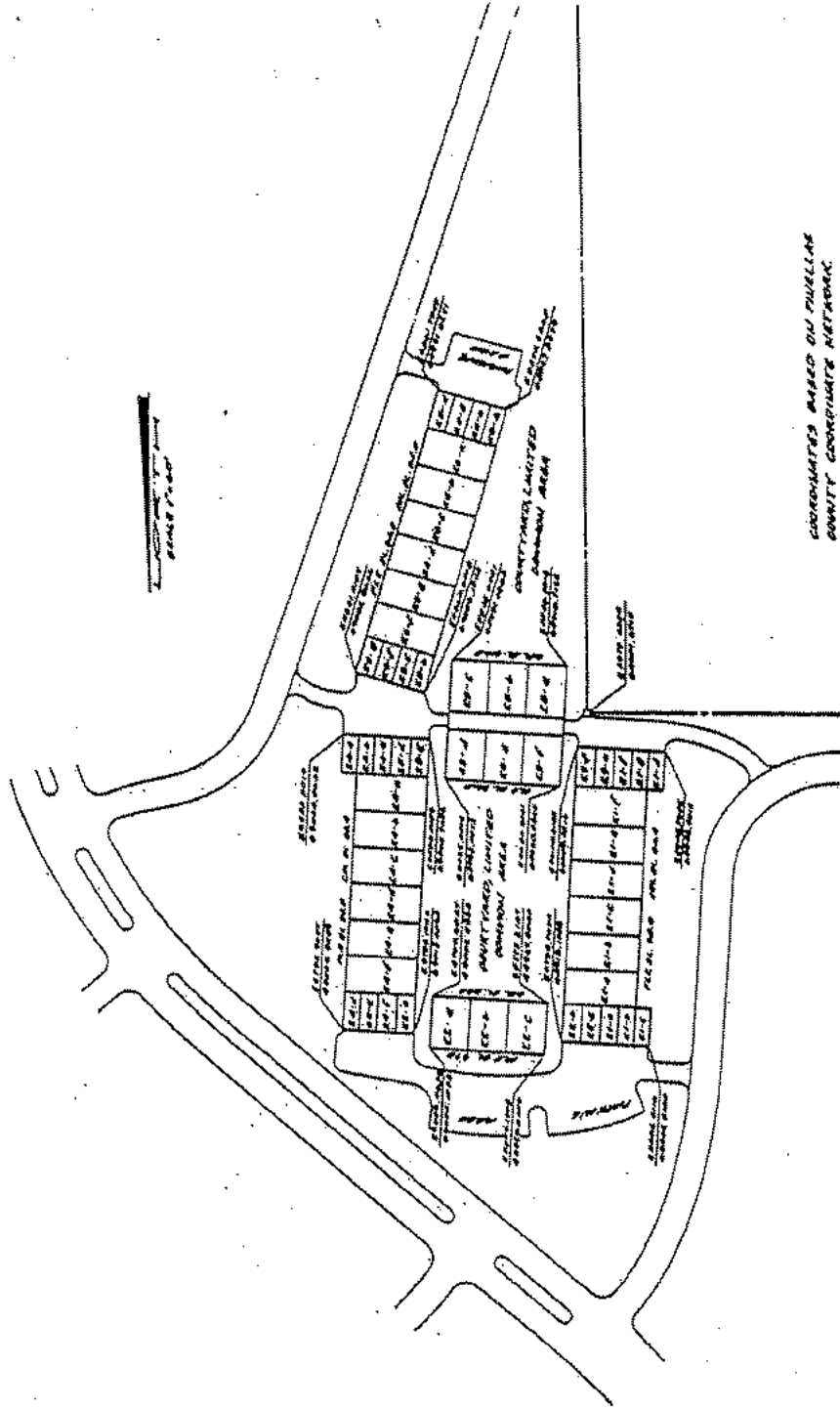
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A STATUTORY LEASEHOLD CONDOMINIUM



CONDOMINIUM PLAN OF MISSION HILLS CONDOMINIUM

MISSION HILLS CONDOMINIUM

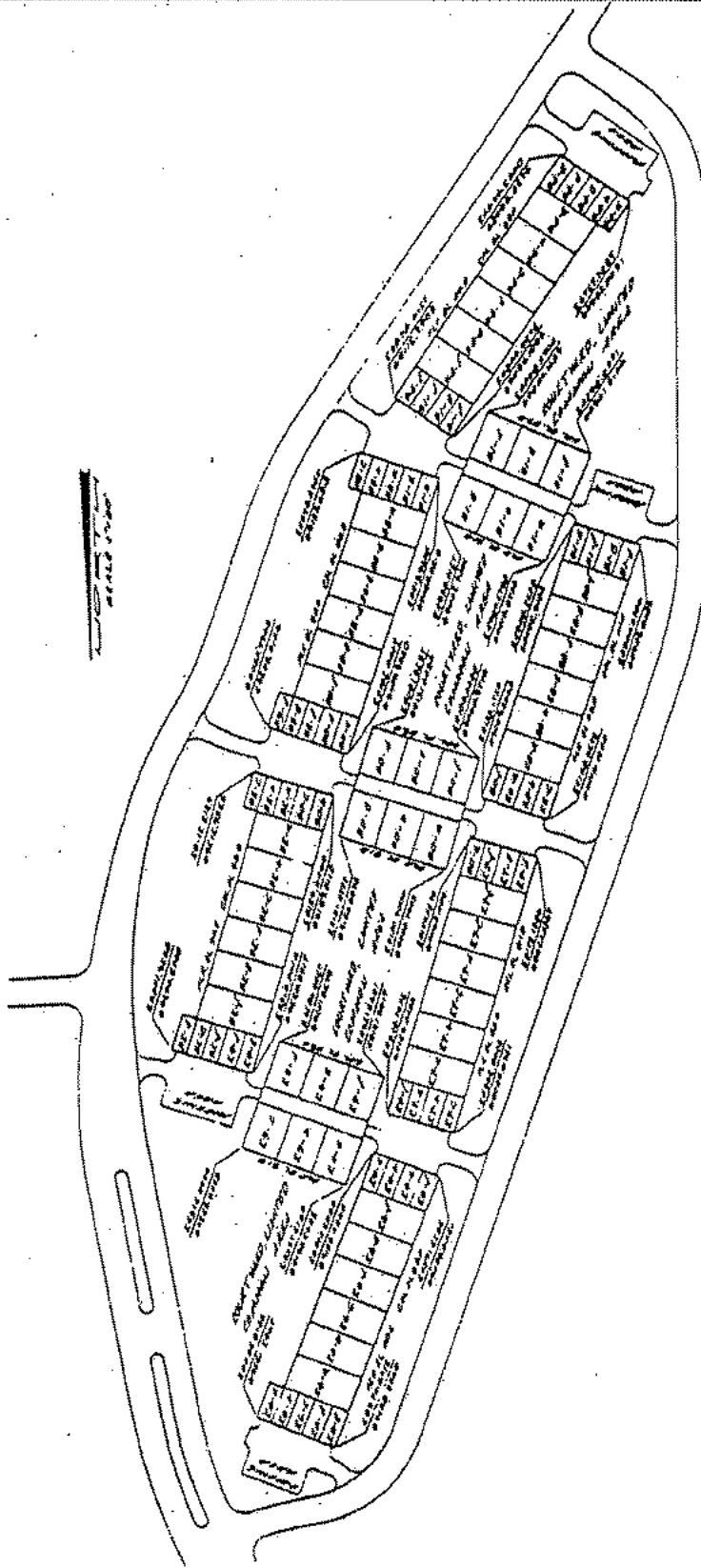
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CONDOMINIUMS BASED ON PINELLAS COUNTY CONDOMINIUM ACT

MISSION HILLS CONDOMINIUM

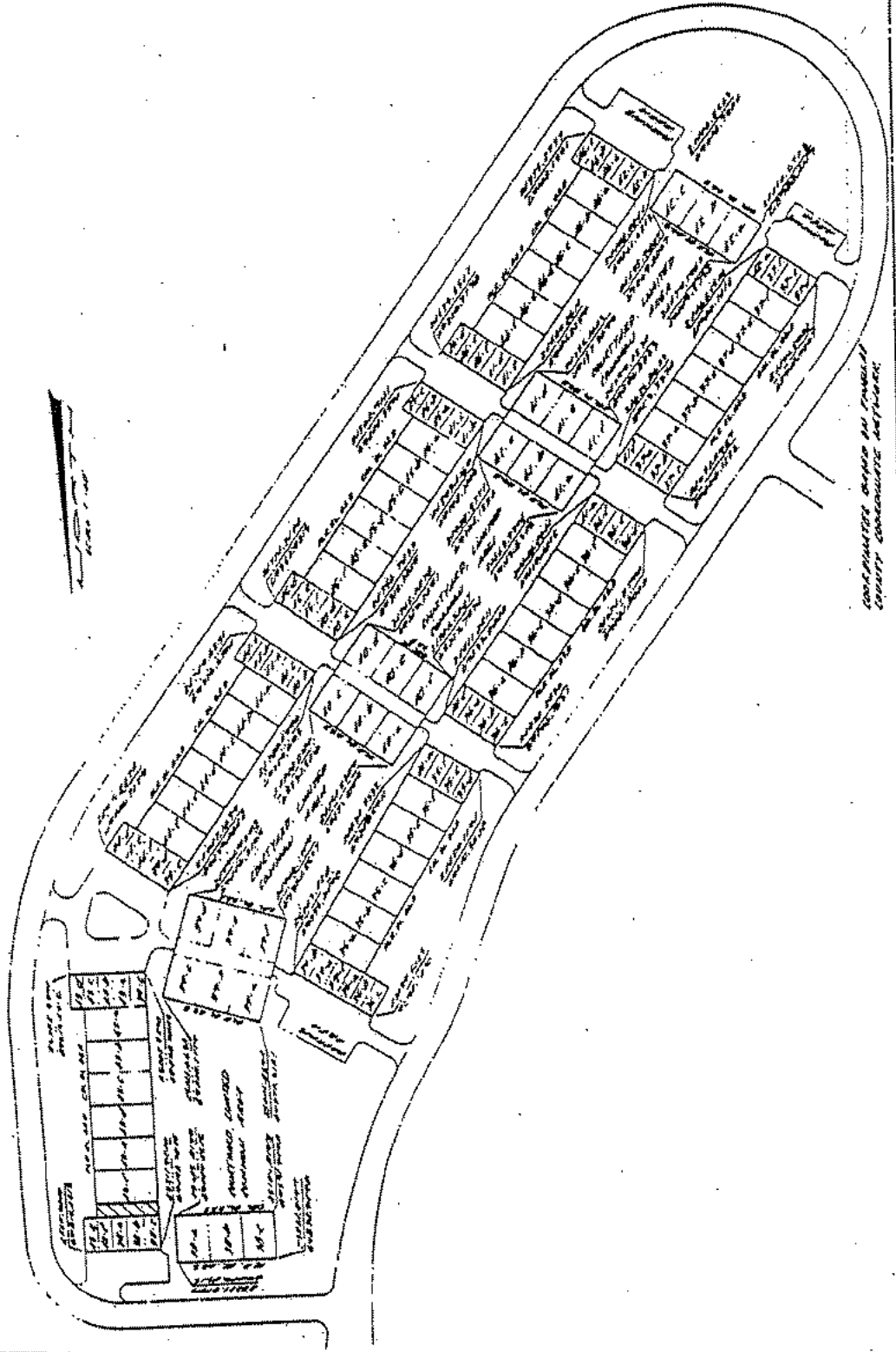
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A STATUTORY LEASEHOLD CONDOMINIUM



COORDINATES BASED ON PINELLAS
COUNTY COORDINATE NETWORK

MISSION HILLS CONDOMINIUM

SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM

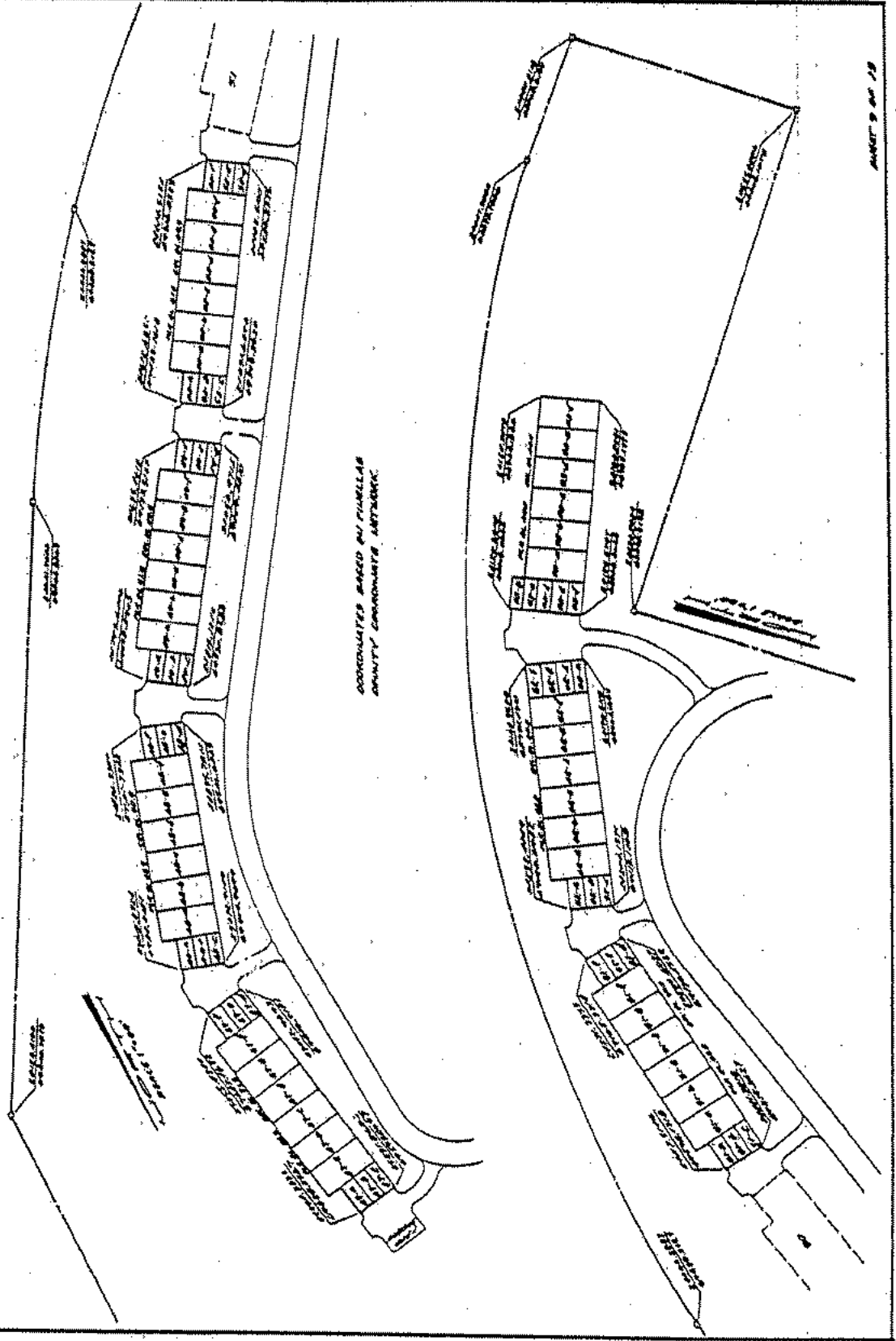


CONDOMINIUM BOUNDARY IN PINELLAS COUNTY CONDOMINIUM ACT/CHAPTER 705

PLANNING
EXHIBIT
PAGE 18 OF 18

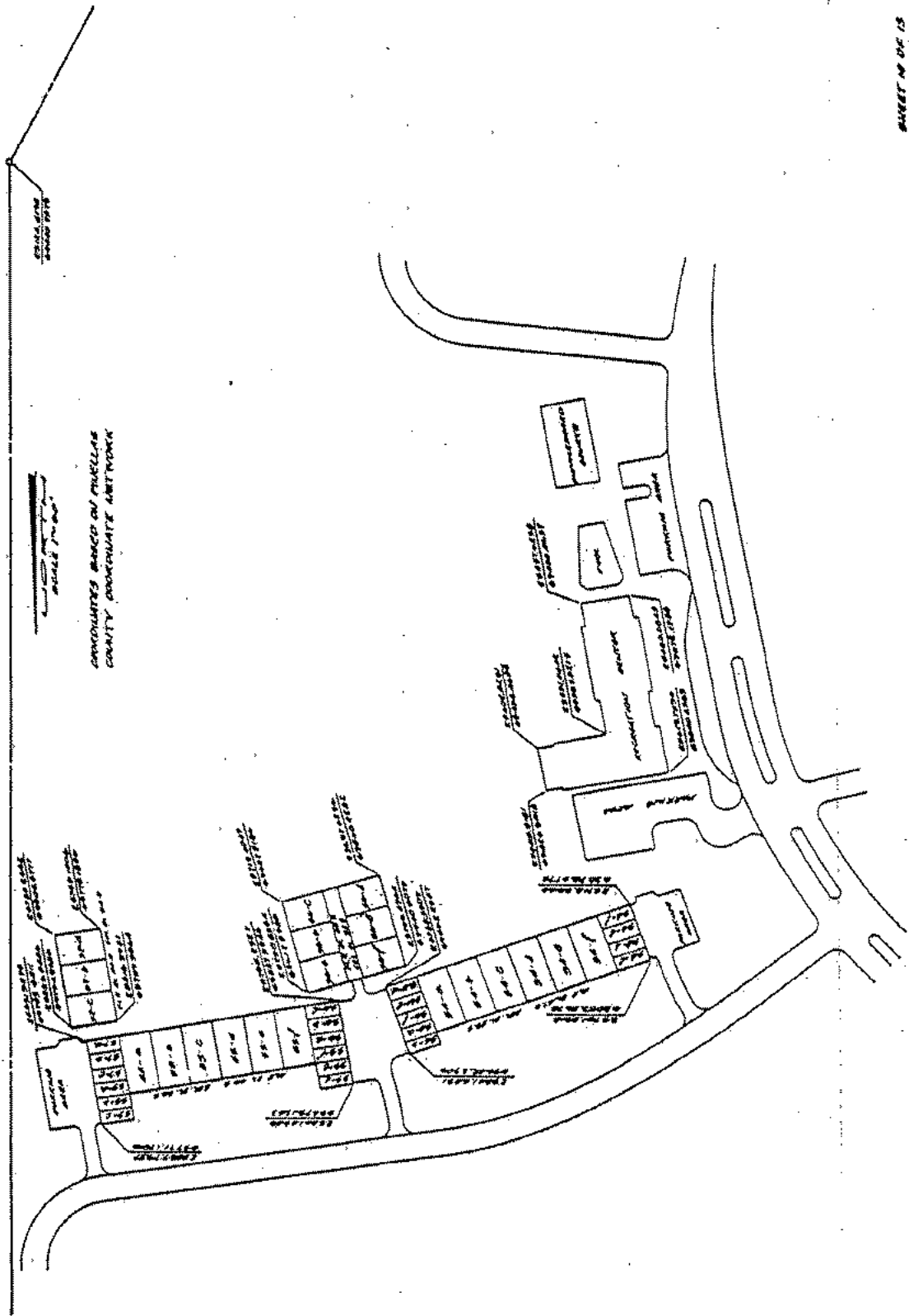
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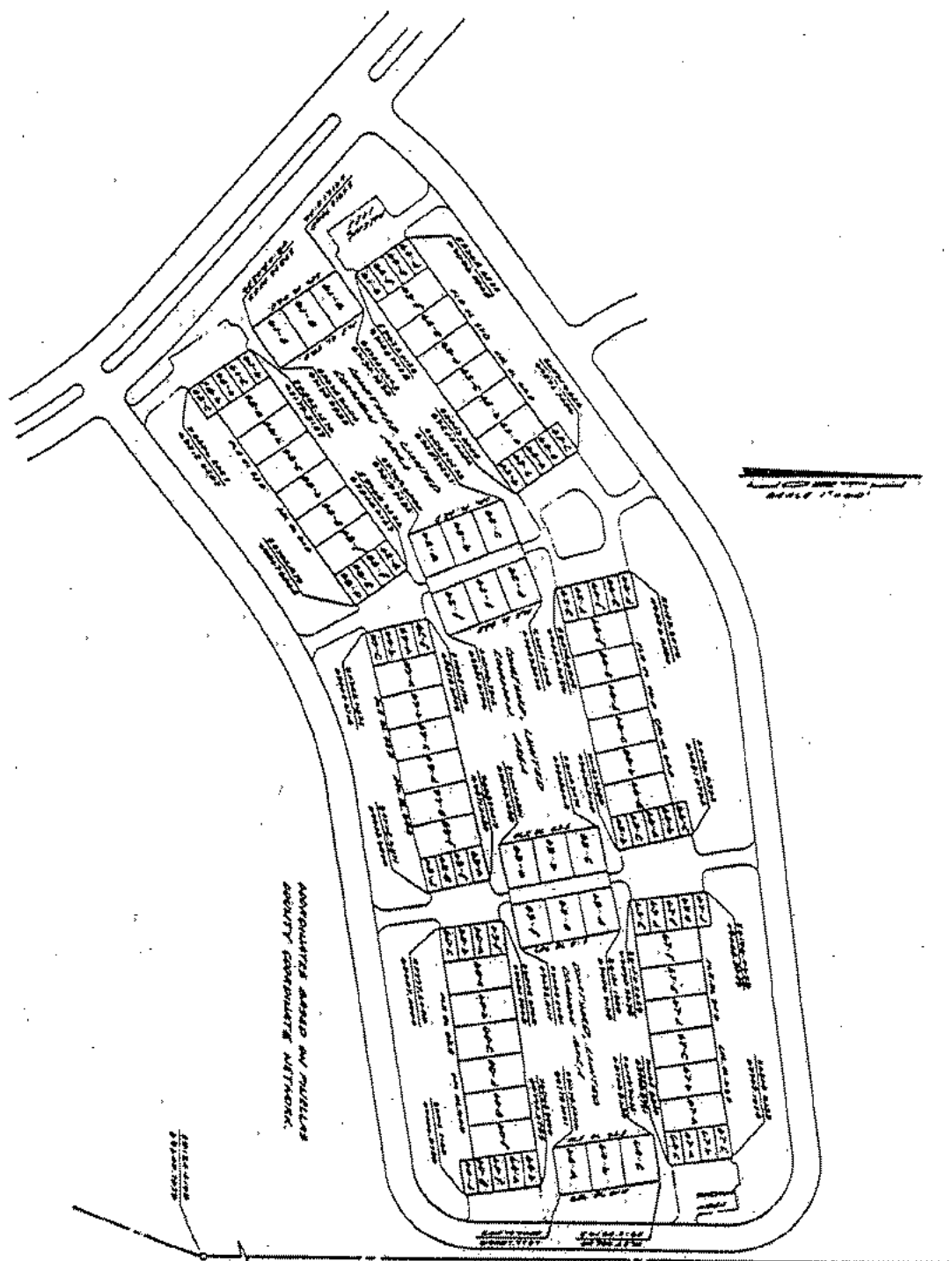
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SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM



MISSION HILLS CONDOMINIUM

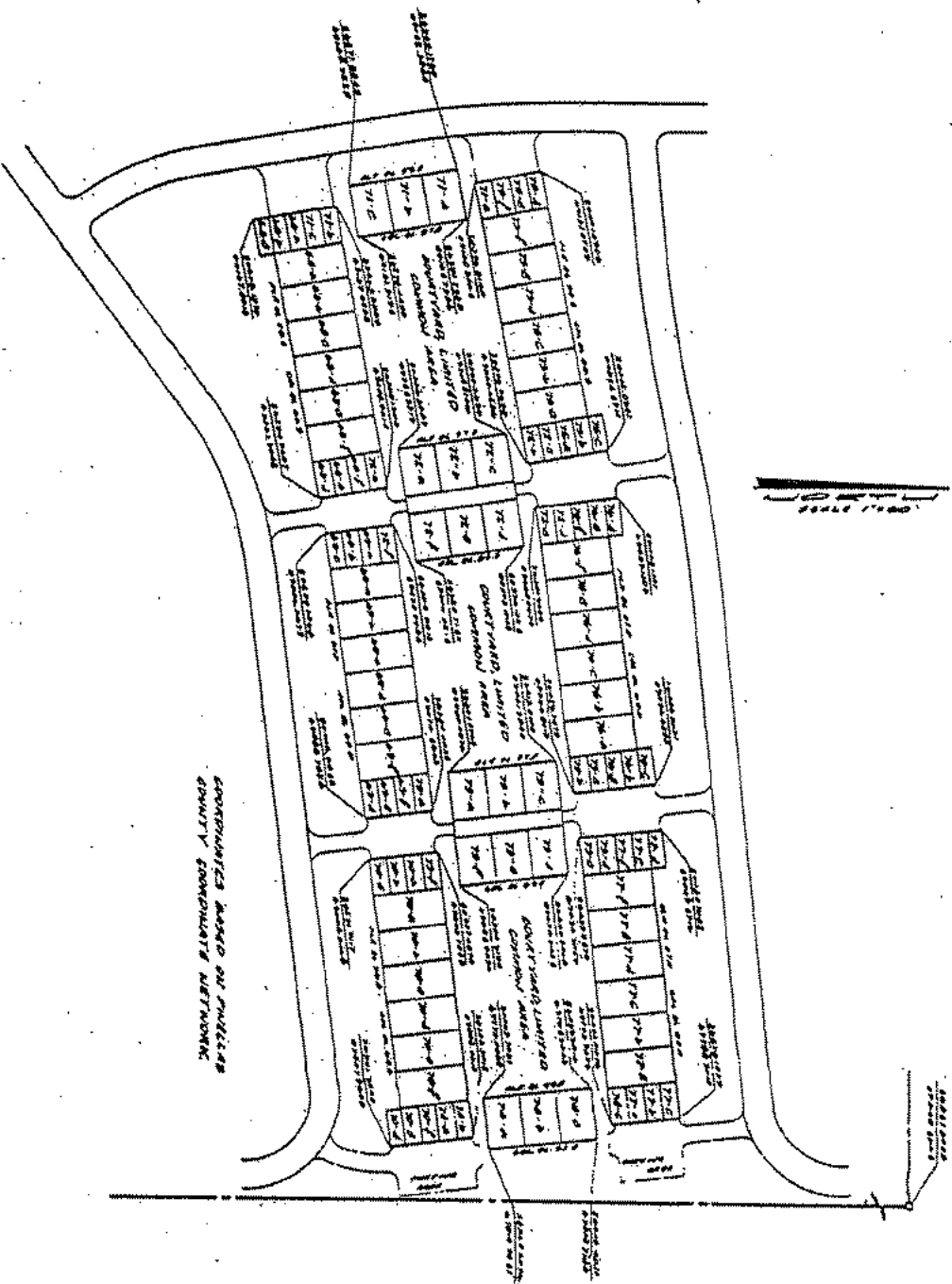
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A STATUTORY LEASEHOLD CONDOMINIUM



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MISSION HILLS CONDOMINIUM

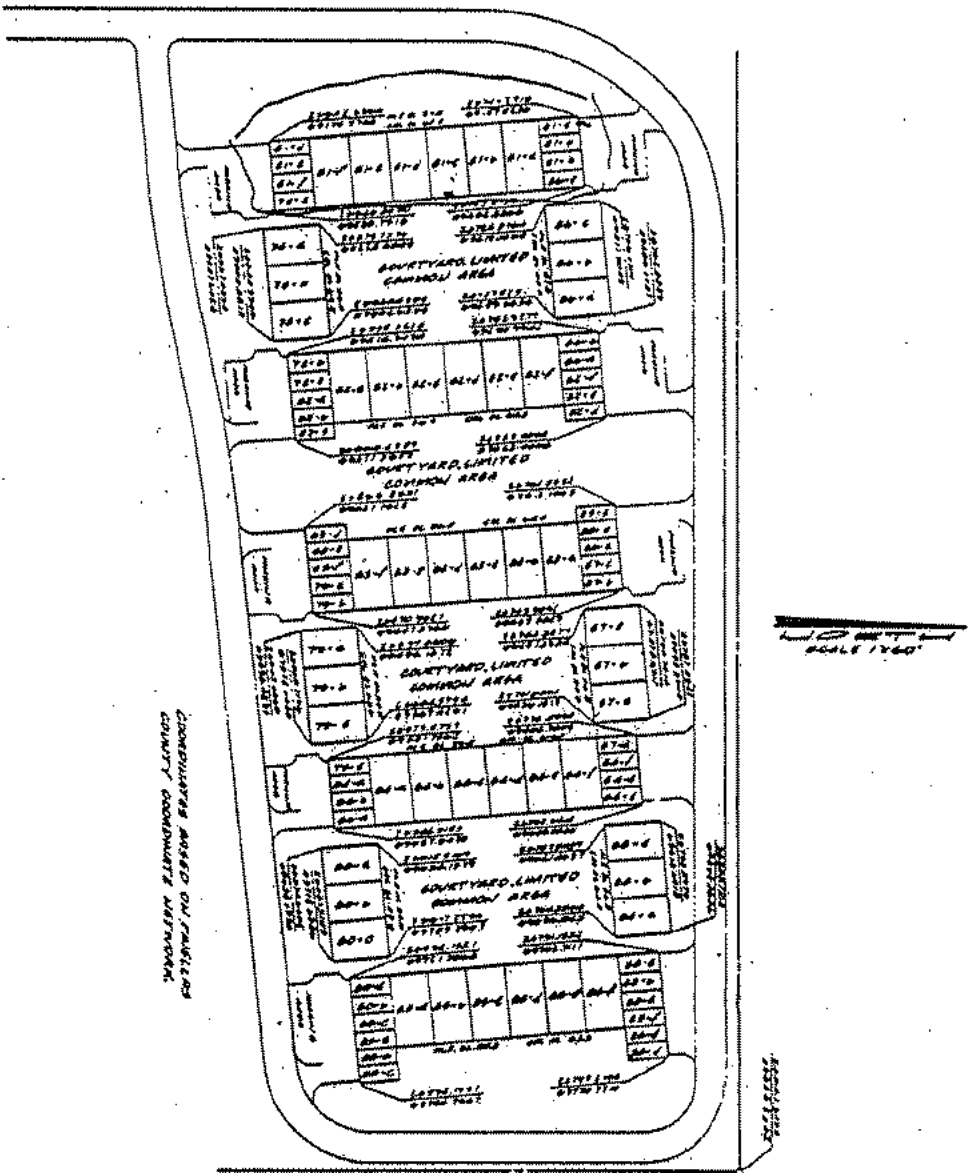
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A STATUTORY LEASEHOLD CONDOMINIUM



CONTRIBUTES BASED ON PINELLAS
COUNTY CONDOMINIUM ACT

MISSION HILLS CONDOMINIUM

SITUATED IN SECTION 8, T-29-S, R-16-E, CLEARWATER, PINELLAS COUNTY, FLORIDA
A STATUTORY LEASEHOLD CONDOMINIUM



COORDINATES BASED ON FLORIDA
COUNTY CONDOMINIUM SYSTEM

SHEET NO. 04 OF 12

71029166

C.R. 3504 PAGE 655

EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid to it, the receipt of which is hereby acknowledged, and the benefits to be derived therefrom,

IMPERIAL HOMES CORPORATION, a Florida corporation,

does hereby grant and convey to the CITY OF CLEARWATER, FLORIDA, an easement over, under and across the following described land, lying and being situate in the County of Pinellas, State of Florida, to wits:

That certain 25 foot strip of land lying Northerly of and adjacent to the Northerly right of way line of the T&CC Railroad (known as the SCL Railroad) lying in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 8, Township 29 South, Range 16 East, Pinellas County, Florida.

Prior to December 31, 1980, the CITY OF CLEARWATER will construct and maintain a paved road in this easement or the easement will terminate. Simultaneous with construction of the road, the CITY OF CLEARWATER will construct and maintain an eight (8) foot high masonry wall on the North boundary of the easement.

RECORDED
PINELLAS CO. FLORIDA
MAR 17 3 22 PM '71
MARIO MULLER/CLERK

MAR 17 3 22 PM '71

This easement being for ^{right of way} utilities installation and maintenance.

The CITY OF CLEARWATER, FLORIDA, shall have the right to enter upon the above described premises and to construct, install and maintain thereon any ^{right of way} utility lines and to inspect and alter such right of way utility lines from time to time.

IN WITNESS WHEREOF, the party hereto has caused these presents to be duly executed by its proper officers thereunto authorized and its seal to be hereunto affixed, this 9th day of February 19 71.

Signed, sealed and delivered in the presence of:

Nancy J. Ruckin
Wathless Malone

IMPERIAL HOMES CORPORATION
By Walter J. Hillmer
its W. J. Hillmer President
Attest: Douglas D. Roach
its Douglas D. Roach Secretary



City of Clearwater, P. O. Box 4748
Clearwater, Florida 33618

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, this day personally appeared
M. J. Hillmyer and Douglas D. Roach
to me well known and known to me to be the individuals described in
and who executed the foregoing instrument as President
and Secretary respectively, of the Corporation
named in the foregoing instrument, and they severally acknowledged to
and before me that they executed said instrument on behalf of and in
the name of said corporation as such officers; that the seal affixed
to said instrument is the corporate seal of said corporation and that
it was affixed thereto by due and regular corporate authority; that
they are duly authorized by said corporation to execute said instrument
and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have herunto set my hand and affixed my
official seal this 9th day of February, A.D. 1971.



Nancy J. Rucker
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1974

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, this day personally appeared
N. J. Willmyer and Douglas D. Roach
to me well known and known to me to be the individuals described in
and who executed the foregoing instrument as Secretary respectively, of the Corporation
and President
named in the foregoing instrument, and they severally acknowledged to
and before me that they executed said instrument on behalf of and in
the name of said corporation as such officers; that the seal affixed
to said instrument is the corporate seal of said corporation and that
it was affixed thereto by due and regular corporate authority; that
they are duly authorized by said corporation to execute said instrument
and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal, this 9th day of February, A.D. 1971.



Nancy J. Recker
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1974
Printed by: American Station & Copy Co.

RESTRICTIONS

71929172

L.P. 3504 PAGE 664

WHEREAS, IMPERIAL HOMES CORPORATION, a Florida corporation, is the owner of the following real property situate, lying and being in the County of Pinellas and State of Florida, to wit:

The Northeast Quarter of the Northeast Quarter of Section 8, Township 29 South, Range 16 East; together with

The East 940 feet of the Southeast Quarter of the Northeast Quarter of Section 8, Township 29 South, Range 16 East, EXCEPT that part of said East 940 feet of the Southeast Quarter of the Northeast Quarter of said section lying Southerly and Easterly of the right of way line of the T & G C RR; together with

The Northeast Quarter of the Southeast Quarter of Section 8, Township 29 South, Range 16 East, EXCEPT that part of said Northeast Quarter of the Southeast Quarter of said section lying Southerly of the Southerly right of way of the T & G C RR;

and

WHEREAS, said Owner desires to place certain restrictions upon said property, which shall be covenants running with the land, for the protection of itself, persons and corporations purchasing said property from it or its successors or assigns, and the City of Clearwater, Florida, a municipal corporation;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing premises and other good and valuable consideration between the parties, receipt of which is hereby acknowledged, the undersigned, Imperial Homes Corporation, a Florida corporation, as owners of the above described real property, do hereby adopt and promulgate the restrictive covenants hereinafter set forth:

1. These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.
2. The apartment project, known as Mission Hills, to be erected on said real property will be a one-story community of condominium apartments on land lease, and there shall be no more than 528 apartments in Mission Hills, approximately an average of 8.7 units per acre for the entire project.
3. The portion of said real property zoned Parkway Business (PKB) shall be improved with a one-story convenience center oriented toward the east.
4. Open space and recreation area for the project shall not be less than that amount of Open space as shown on the original plan, a copy of which is on file in the City Clerk's Office. Recognizing that during the course of development, the owner may find it necessary to change the location or size of a building subject to the restrictions herein contained.
5. These covenants and restrictions shall be binding on all parties and all persons claiming under them, and no exception, variation or termination of these restrictions shall be authorized or effective without the prior written consent of the City of Clearwater.

HERBERT M. BROWN, City Attorney
City of Clearwater, P. O. Box 4748
Clearwater, Florida 33618

RECORDED
PINELLAS COUNTY, FLORIDA
MAY 17 3 22 PM '71

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed this 26 day of February, A.D. 1970.

Attest:

IMPERIAL HOMES CORPORATION

Douglas D. Roach
Secretary
Douglas D. Roach

By M. J. Hillmyer
President
M. J. Hillmyer

(Corporate Seal)

Signed, sealed and delivered in the presence of:

Nancy J. Kucker
Paul J. Hapner

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, this day personally appeared M. J. Hillmyer and Douglas D. Roach to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said Corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 26th day of February, A.D. 1970.

Nancy J. Kucker
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1974
Printed by American Surety & County Co.



600
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6.85

71049376

EASEMENT

S.R. 536 PAGE 418

THIS INDENTURE, made this 26th day of April, A.D., 1971, by and between IMPERIAL HOMES CORPORATION, a Florida Corporation located in Pinellas County, State of Florida, party of the first part, and CITY OF CLEARWATER, a Political Subdivision of the State of Florida, its successors and assigns, whose address is 112 South Osceola Avenue, Clearwater, Florida 33516, party of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the said party of the second part to the party of the first part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, and deliver unto the party of the second part, a permanent right of way and easement to the party of the second part for the purpose of installing, repairing, operating and maintaining water lines over and across the following described property:

1. A 10 foot water main easement in the NE 1/4 of Section 8, T29S R16E, with the centerline being described as follows:

From the NW corner of the NE 1/4 of the NE 1/4 of said Section 8, run S 0° 46' 24" W, a distance of 60.0 feet to the southerly right of way of S.R. No. 590; thence run S 89° 34' 16" E along said right of way, a distance of 331.0 feet to the P.O.B. of said centerline easement.

Thence run S 0° 46' 24" W, a distance of 612.92 feet to the P.C. of a curve; thence run along the arc of a curve to the left, a distance of 252.76 feet to the P.T., said curve having a radius of 285.77 feet, a delta of 50° 40' 42"; thence run S 49° 54' 18" E, a distance of 310.0 feet to the P.C. of a curve; thence run along the arc of a curve to the right, a distance of 59.0 feet to a point, said curve having a radius of 444.80 feet, a delta of 7° 36' 00"; thence run S 47° 41' 42" W, a distance of 63.65 feet to a point; thence run S 21° 00' 00" W, a distance of 575.84 feet more or less to a point; thence run N 69° 00' 00" W, a distance of 49.49 feet more or less to the center of an existing well and the ending point of a 10 foot water main easement.

2. A 40 foot square easement for the well site in the NE 1/4 of Section 8 T29S, R16E.

From the SW corner of the NE 1/4 of the NE 1/4 of said Section 8, run S 89° 36' 25" E, a distance of 415.44 feet to a point; thence run S 0° 07' 04" W, a distance of 343.10 feet to the P.O.B. of said well site easement.

Thence continue S 0° 07' 04" W, a distance of 40.0 feet to a point; thence run S 89° 52' 56" E, a distance of 40.0 feet to a point; thence run N 6° 07' 04" E, a distance of 40.0 feet to a point; thence run N 89° 52' 56" W, a distance of 40.0 feet to the P.O.B.

Together with the right of ingress and egress over the above described premises for the purpose of doing anything necessary or useful for the enjoyment of the easement herein granted.

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Doug Carl Kouch
Secretary
Nancy J. Lucke
Witness
Doug Carl Kouch

IMPERIAL HOMES CORPORATION
By: William J. Kelly
President

RECORDED
IN PINELLAS COUNTY
CLEARWATER

MAY 7 3 59 PM '71

STATE OF FLORIDA
COUNTY OF PINELLAS

CR. 3536 PAGE 419

I HEREBY CERTIFY that on this 26th day of April, 1971 A.D., before me personally appeared Maurice J. Hillmyer, President and Douglas D. Roach, Secretary, respectively of IMPERIAL HOMES CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and executed the above.

WITNESS my signature and official seal in the County of Pinellas, State of Florida, the day and year last aforesaid.

Nancy J. Rucker
Notary Public

My Commission Expires:
Notary Public, State of Florida of Term
My Commission Expires Oct. 11, 1974

This instrument was prepared by:

Cecil Delcher
Imperial Homes Corporation
1425 South Belcher Road
Clearwater, Florida 33516

PINELLAS COUNTY
00035
FLORIDA SURTAX
00.55

PINELLAS COUNTY
059473
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
COMPILED BY
MAY-71
00.30

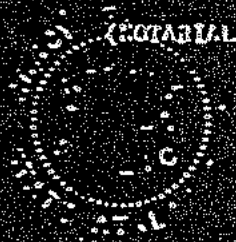
STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

I HEREBY CERTIFY that on this 6th day of March
A.D. 1972, before me personally appeared Maurice J. Hilmyer
and Douglas D. Roach, respectively

President and Secretary of
EMPERIAL LAND CORPORATION, a corporation
of the State of Florida, to me known to be the persons
described in and who executed the foregoing instrument to the FLORIDA TOWER
CORPORATION and severally acknowledged the execution thereof to be their
free act and deed as such officers, for the uses and purposes therein
mentioned; and that they affixed thereto the official seal of said corpora-
tion, and the said instrument is the act and deed of said corporation.

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

(NOTARIAL SEAL)



Nancy J. Ruckler
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1974