THIS AGREEMENT, made and entered into this day of price, 1991, by and between SUNSHINE TOWERS APARTMENT RESIDENCES ASSOCIATION, INC. ("TOWERS") a Florida not-for-profit corporation, and SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC. ("TERRACE"), a Florida not-for-profit corporation, is intended to resolve differences between the parties hereto concerning use by members of TERRACE of property owned by TOWERS, as more particularly hereafter described, and is further intended to set forth the parties' understanding and agreement concerning use of leased premises shared by the members of both parties.

WITNESSETH:

WHEREAS, TERRACE is responsible for management of a fourphase condominium complex known as SUNSHINE TERRACE. condominium, according to Declaration of Condominium originally recorded in O.R. Book 5688, Page 943, Public Records of Pinellas County, Florida, and as subsequently amended, hereafter referred to as the "TERRACE CONDOMINIUM", which condominium consists of 57 residential condominium units, in 3 buildings, "A", "B" and "C", each containing 12 residential units with building "D" containing 21 residential units; and

WHEREAS, TOWERS is responsible for the management of three condominiums, described as SUNSHINE TOWERS APARTMENT RESIDENCES A, a condominium, as originally recorded in O.R. Book 3419, Page 52, Fublic Pecords of Pinellas County, Florida, and as subsequently amended; SUNSHINE TOWERS APARTMENT RESIDENCES B, a

condominium, as originally recorded in O.R. Book 3419, Page 154, Public Records of Pinellas County, Florida, and as subsequently amended; and SUNSHINE TOWERS APARTMENT RESIDENCES C, a condominium, as originally recorded in O.R. Book 3488, Page 728, Public Records of Pinellas County, Florida, and as subsequently amended, hereafter collectively referred to as the "TOWERS CONDOMINIUMS", which condominiums contain a total of 75 residential units in 3 buildings, each containing 25 residential units, and

WHEREAS, TERRACE CONDOMINIUM, and TOWERS CONDOMINIUMS, are located immediately adjacent to and abutting each other, whereby TOWERS and TERRACE share certain premises owned by Char-Bett, Inc., a Florida corporation and leased to both parties (the "Recreation Area"); and

WHEREAS, disputes and differences have arisen in the past between the parties hereto concerning the sharing of the Recreation Area and the usage of TOWERS' facilities. The use of TOWERS' facilities involves the use of an elevator and other facilities located in or adjacent to Towers Building B, which is necessary to prevent TERRACE CONDOMINIUM from violating the fire safety requirements of the City of Clearwater and which necessitates agreement between TOWERS and TERRACE to terms and conditions respecting said use; and

WHEREAS, past agreements between TOWERS and TERRACE respecting said use, dated February 16, 1984 (recorded in O.R.Book 5747, Page 296, Pinellas County Public Records) and

December 15, 1989, respectively, have expired; and

WHEREAS, the parties desire to provide for the continued use of TOWERS' facilities by the members of TERRACE and for the joint maintenance and use of the Recreation Area by the members of TOWERS and TERRACE under terms and conditions hereafter set forth.

NOW, THEREFORE

WITNESSETH

In consideration of the mutual promises hereafter contained, and the terms and conditions hereafter described, the parties hereto do hereby agree as follows:

I. TERM

- A. This Agreement shall commence on April 1, 1991, and continue in full force and effect for a period of five (5) years. It shall renew itself automatically on April 1, 1996, and on April 1 of the first year of each subsequent five (5) year period thereafter, unless the same is amended or terminated as set forth below:
- B. If either party desires changes to this Agreement, then it will notify the other party in writing, directed to its President, of the changes it so desires, no later than ninety (90) days before the renewal date of the next five (5) year period. If the parties agree to the changes, a memorandum of same shall be executed by the parties, and shall supplement, amend or replace this Agreement as necessary, as of the renewal date of the next five (5) year period. If the parties cannot

agree on the changes within said ninety (90) days before the renewal date, the Agreement shall renew itself automatically, without change, on the renewal date and shall be effective for the next five (5) year period, unless terminated as hereafter set forth.

C. If either party desires to terminate this Agreement, then it will notify the other party in writing, directed to its President, of its intention to do so, no later than forty-five (45) days before the renewal date of the next five (5) year period, and this Agreement will terminate on said renewal date in accordance with the notice.

II. USE BY TERRACE OF TOWERS' FACILITIES

- A. GRANT. The Board of Directors of TOWERS, in accordance with the Declarations of Condominium of TOWERS CONDOMINIUMS and Florida law, hereby grants to the unit owners of TERRACE CONDOMINIUM, their guests, lawful tenants, and all other persons lawfully entitled to be upon the property of TERRACE CONDOMINIUM, the non-exclusive use of the elevator, stairs, and dumpster located in or adjacent to TOWERS Building B, provided TERRACE abides by all restrictions and rules governing the use of these facilities by TOWERS residents, and so long as TERRACE shall make payments as set forth in this Agreement.
- B. <u>COMPENSATION</u>. TERRACE shall compensate TOWERS for use of TOWERS' facilities based upon a fraction of the cost to maintain, repair and replace said facilities covered by this Agreement, as set forth below:

- 1. The following costs shall be shared by TOWERS and TERRACE, based upon a fraction determined by the number of units in each Association as compared to the total. Specifically, TOWERS shall bear 75/132nds of the following costs and TERRACE shall bear 57/132nds of the following costs as hereafter described:
 - a. All costs of maintenance and repair of the elevator in TOWERS Building B, and all costs of replacement of elevator components of like or substantially similar kind to keep said elevator operational, including but not limited to, the cost of the elevator maintenance contract and painting of the elevator tower, as needed, from time to time.
 - b. The costs of rental and emptying of the dumpster located adjacent to TOWERS Building B.
 - c. Ten (10) man-hours of labor provided by TOWERS maintenance personnel for cleaning and deodorizing the elevator, stairwell, and dumpster areas.
 - d. Such other legally imposed alterations or improvements of TOWERS facilities covered by this Agreement as required by governmental authority.
- 2. TOWERS shall supply TERRACE, through its President, with copies of any maintenance contracts pertaining to the TOWERS' facilities covered by this Agreement, together with invoices from the vendors for verification and calculation of appropriate payments.

TOWERS shall provide said documentation to TERRACE on at least an annual basis, and within ten (10) days after any such maintenance contract shall be renewed, amended or changed.

- 3. Payment to TOWERS by TERRACE shall be made monthly, in advance, on or before the fifth day of each month during the term of this Agreement, in the amount representing TERRACE's full monthly share.
- C. <u>TERRACE COVENANTS</u>. TERRACE further covenants and agrees that is shall be responsible for maintenance and repair of the second and third floor bridges connecting TERRACE Building A to TOWERS Building B, at its sole cost and expense, as needed, in its sole discretion.
- D. LIMITATION OF LIABILITY AND INDEMNITY. agrees that TOWERS shall not be liable for property damage or personal injury occurring as a result of shared use of TOWERS' facilities, occurring in TOWERS Building B, or elsewhere on TOWERS CONDOMINIUMS properties, unless such damage or injury shall result from TOWERS' gross negligence or willful misconduct. TERRACE agrees to indemnify TOWERS should any legal action be brought against TOWERS by reason of shared use of TOWERS' facilities within the limitations herein described, such that the indemnity will be operative so long as TOWERS' actions. inactions, or other alleged cause of injury shall not be deemed to be caused by TOWERS' gross negligence or willful misconduct.

A. RECREATION BUILDING, POOL AREA AND INGRESS/EGRESS AREAS

1. USE

- The Boards of Directors of TOWERS and a. TERRACE shall, from time to time, prepare, review and update reasonable Rules and Regulations for use of the Recreation Area, which said parties share as non-exclusive lessees of property owned by Char Bett, Inc. Rules and Regulations must be agreed upon by both Boards of Directors and same shall be uniform and nondiscriminatory in application to unit owners within condominiums operated by the parties. Attached hereto as Exhibit "A" are initial Rules and Regulations which have been approved in accordance with this paragraph and shall govern until such time as the same are changed in accordance herewith.
- b. Use of the Recreation Area, consisting of the recreation building, pool area and ingress/egress areas, shall be limited to owners of units in residence in TOWERS CONDOMINIUMS or in TERRACE CONDOMINIUM, or their tenants in residence, together with their invited guests. It is agreed and understood that no "dual usage" (use by an owner and his tenant) of the recreation

building and pool area will be allowed.

Both Boards of Directors shall equally responsible for policing the Recreation Area and each Board of Directors shall responsible for enforcing the Rules Regulations against its own owners. Violations shall be reported to the unit owner's own Board of Directors, who shall take appropriate action as needed, including, if required, notification to the other Board of Directors for enforcement of Rules and Regulations against its own owners. TOWERS and TERRACE agree to use their best efforts and to work in good faith toward resolution of any differences arising under this Paragraph 1.

2. MAINTENANCE

- a. Expenses for proper maintenance of the Recreation Area shall be shared by the parties based upon a fraction determined by the number of units in each Association as compared to the total. Specifically, TOWERS shall bear 75/132nds of the expenses and TERRACE shall bear 57/132nds of the expenses.
- b. TOWERS shall be responsible for implementation of general maintenance of the Recreation Area. The amount of general

maintenance expense, exclusive of expenses of major repairs (repairs that individually exceed \$300.00 in costs) and capital improvements, shall be determined by TOWERS through its management. TOWERS shall supply TERRACE, through President, with copies of any maintenance contracts pertaining to the Recreation Area, together with invoices from the vendors for verification and calculation of appropriate payments. TOWERS shall provide said documentation to TERRACE on at least an annual basis, and within ten (10) days after any such maintenance contract shall be renewed, amended or changed.

- c. Initially, TERRACE shall pay to TOWERS the amount of \$750.00 as working capital, the receipt of which is hereby acknowledged by TOWERS. This amount represents TERRACE'S current average monthly share of general maintenance expense for the Recreation Area. The working capital amount shall be adjusted annually, in January, to reflect TERRACE'S average monthly share of general maintenance expense for the previous calendar year.
- d. TOWERS shall provide to TERRACE an accounting of all maintenance expenses for each month by the tenth (10th) day of the following

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month. TERRACE shall pay its share of such expenses to TOWERS within ten (10) days after receipt of the monthly accounting from TOWERS.

e. Except in the case of an emergency, TOWERS shall consult TERRACE if it should appear that any repair will exceed \$300.00 in costs. Prior to performance of such repair, TERRACE must agree with TOWERS that such repair is necessary.

3. MAJOR REPAIRS AND CAPITAL IMPROVEMENTS

TOWERS shall bе responsible for implementation of all major repairs (repairs that individually will exceed \$300.00 in costs) and capital improvements to the Recreation Area. The expense of any such major repair or capital improvement shall be paid by TOWERS and TERRACE based upon a fraction determined by the number of units in each Association as compared to the total, as herein above described. Any such major repair or capital improvement must be agreed upon by both Boards of Directors prior to undertaking such work and incurring such expense. TOWERS and TERRACE agree to use their best efforts and to work in good faith toward resolution of differences arising under this Paragraph 3.

B. SIGNS

TERRACE agrees that it shall place no signs whatsoever

on any property maintained solely by TOWERS, regardless of the ownership of such property, without the express written consent of the Board of Directors of TOWERS. This provision does not apply to two metal 12 X 18 inch, 6 ft. tall signs presently located adjacent to the North and South parking areas, on the West end of TOWERS' leased property, which signs may be replaced, as needed during the term of this Agreement, or any extensions hereof.

C. PETS

No pets shall be permitted in the recreation building or pool area at any time, nor on any property owned by or maintained solely by TOWERS. Members of TERRACE who have pets may, however, walk pets on the driveways (ingress/egress areas) through the North and South parking areas running through TOWERS' properties en route to and from Greenwood Avenue. Each pet must be on a leash and under the control of the owner at all times.

IV. <u>DEFAULT</u>.

If any monthly payment is not made within the time period specified, in addition to the monthly payment, TERRACE shall pay a ten percent (10%) late charge together with interest on the monthly payment at the rate of 1.5% per month, retroactive to the first day of the month. In the event that any monthly payment is sixty (60) days late, TOWERS shall have the right to terminate this Agreement, by giving notice in writing, delivered to TERRACE's President, with no further notice or obligation to TERRACE after notification of termination is made.

V. ARBITRATION. The parties hereto agree that if at any time the parties fail to resolve any dispute concerning the responsibilities of each party under this Agreement relating to the use by TERRACE of TOWERS' facilities or the joint maintenance and use of the Recreation Area, except for any dispute concerning the monthly payments due from TERRACE to TOWERS for the use of TOWERS' facilities and for the maintenance of the Recreation Area, then upon thirty (30) days' prior written notice by either party to the other party, the dispute shall be submitted by the parties to binding arbitration, pursuant to Section 718.1255, Florida Statutes, or other arbitration procedure as necessary.

The parties further agree that within thirty (30) days after such notice, the parties shall complete, execute and file a joint petition for binding arbitration of the dispute with the Bureau of Condominiums of the Division of Florida Land Sales, Condominiums and Mobile Homes. Such petition shall only be withdrawn by written request of both parties. If the petition is denied by the Bureau or if all issues in the dispute are not accepted by the Bureau and addressed in the decision of the arbitrator, then within thirty (30) days after notice thereof, the parties agree that the dispute or any remaining issues in the dispute shall be submitted by the parties to binding arbitration, in accordance with the Rules of the American Arbitration Association.

The costs of the arbitration shall be split equally between TOWERS and TERRACE. Any attorneys' fees incurred by

to it at 1243 South Greenwood Avenue, Box B-600, Clearwater, Florida 34616, unless and until some other place is designated in writing by TOWERS' Board of Directors. All notices to be given to TERRACE hereunder shall be given to it at 1241 South Greenwood Avenue, Box 100, Clearwater, Florida 34616, unless and until some other place is designated in writing by TERRACE's Board of Directors.

- 4. This Agreement shall be construed in accordance with Florida law. In the event any portion or portions of this Agreement are in conflict with applicable law, then in that event such provision in conflict shall be deemed null and void, without affecting other provisions of this Agreement.
- 5. This Agreement shall be effective upon the date the last signature is placed hereon, as of the effective date described herein.

EXECUTED on the day and year first above written.

Witnesseth:		SUNSHINE TOWERS APARTMENT RESIDENCES ASSOCIATION, INC.
Stonly R. Williamson	By:	
Mauren 9. Drocall		Its President
		/20000000000000000000000000000000000000

(CORPORATE SEAL)

STATE OF FLORIDA : COUNTY OF PINELLAS :

COUNTY OF FINEITHAS:
Greege Amendala personally appeared before me this 10 th
day of, 1991, and acknowledged that he/she
executed the foregoing instrument as the Vesident
of SUNSHINE TOWERS APARTMENT RESIDENCES ASSOCIATION, INC., with
Notary Public, State of Florida: Notary Public, State of Florida: Notary Public State of Florida at Large My Commission Expires: October 16, 1293
Witnesseth: SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.
Ins President Simonne Sandette
(CORPORATE SEAL)
STATE OF FLORIDA : COUNTY OF PINELLAS :
Vivin E. Cannizzare personally appeared before me this 10th
day of April , 1991, and acknowledged that he/she
executed the foregoing instrument as the President
of SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., with
Notary Public, State of Plorida Commission Expires: 15 15 15 15 15 15 15 15 15 1

EXHIBIT 'A' TO TOWERS/TERRACE AGREEMENT OF APRIL 10, 1991

RULES & REGULATIONS FOR RECREATION AREA

NOTICE TO ALL UNIT OWNERS OF TOWERS AND TERRACE

The following rules are to be observed by all unit owners, their lessees, and their guests. It will be the responsibility of the absentee-owners to see that their tenants observe all rules and regulations. This complex is not a vacation resort or a motel. It is a place of residence.

At first glance these rules may appear to be lengthy and detailed, but they could be reduced to just a few sentences. Individuals who are eligible to use these recreation facilities are encouraged to make use of them and enjoy them, but do so in a manner so as not to disturb others who are trying to enjoy themselves.

It costs thousands of dollars each year to maintain these facilities. It is the responsibility of each of us to see that these costs are kept at a minimum.

Rules and Regulations for Towers and Terrace recreation area consist of the recreation building, pool and poolside.

- 1.... ELIGIBILITY
- A....Unit owners and their guests who are in residence are eligible.
- B....Leaseholders whose leases have been approved by the Board of Directors of their respective association and their guests who are in residence. Leaseholders and their guests who are in residence less than three months are not eligible.
- C... Day visitors may not make use of these facilities.
- D...Unit owners who may allow from time to time members of their family, or very close friends, to make use of their unit, for short periods of time, when they themselves are not in residence, shall provide the proper Board of Directors, the names of individuals, relationship to unit owner, approximate date of arrival and approximate date of departure. Should this information not be provided, these individuals will not be permitted to make use of these recreation facilities.
- E... The maximum number of persons from any one unit that may make use of these recreation facilities at the same time, shall be limited by the number of persons that may be in residence in a particular unit at any one time, according to the documents of his or her association.
- F...Since Towers and Terrace are both adult communities, children under sixteen, who are residing at either Towers or Terrace, may not make use of these facilities except under the direct supervision of a grown-up.





2...LIABILITY

- A...Since there is no lifeguard or attendant overseeing these facilities- persons using same, do so at their own risk.
- B...If any individual is injured, because of your actions, either directly or indirectly, anywhere in this recreation area, you will be held liable.
- C...If an individual who is not eligible to make use of these facilities is injured making use of them, The Board of Directors of either Towers or Terrace, will notify the appropriate insurance carrier, of the persons trespassing on these premises.
- D...The unit owner and the unit owners alone will be held accountable for damage done to any of the equipment, by either themselves, anyone residing in their unit, anyone visiting their unit, or in any other way connected with the unit owner. Should restitution not be made at once, The Towers and Terrace, reserves the right, to have the work done, and charge same to the unit owner.
- E... Absolutely no pets of any kind are permitted anywhere in the recreation area. Although both The Towers and Terrace will help police this prohibition, the primary responsibility for enforcement shall be with the Terrace, since their documents permit pets inside their units. Towers documents do not.
- F...Since there is no one specifically assigned to enforce these rules, it shall be the responsibility of each unit owner and permanent resident of both Towers and Terrace to acquaint themselves with these rules and help in policing them. Policing should consist of informing and educating, in a friendly manner, any violators regarding the rules. If the violator should persist in his misdeeds, the unit owner will then notify a member of the Board of Directors.

3... RULES FOR RECREATION BUILDING

- A...The recreation building may be used by all eligible individuals between the hours of 8 AM to 10 PM, seven days a week, except when the building has been reserved by a group, or an individual, for a private affair. Absolutely no one is permitted inside the building between the hours of 10 PM and 8 AM without special permission of either association. A timer will shut off all unnecessary electric power at 10 PM.
- A(1)All doors will self-lock behind you, both for your protection and that of the building. It is absolutely rorbidden to make use of a wedge or any other article to keep any of the doors from self-locking.

- B... Group activities will always have preference over an individual's right to reserve the recreation building. Such group activities as, but not limited to, Joint Towers, Terrace, Recreation Area Committee meeting, Association meetings, Board of Directors meetings, Social Club meetings, providing that membership in the club or clubs is limited to residents of either Towers or Terrace or both, Bingo night, card playing night, etc.
- C...If a unit owner in residence, or an approved leaseholder in residence, wishes to reserve the building for a private party, he or she would apply to the designated individual of his association.
- D...The recreation building may not be used for commercial, or fund raising purposes without the express permission of the Joint Towers, Terrace Recreation Area Committee.
- E...Those granted use of the recreation building, be it group or individual, shall be responsible for the building, and all the contents within. They shall also be responsible for it in the same condition it was in when it was turned over to them. Should the room be left in an unsatisfactory condition, or should any of the furniture or furnishings, or equipment inside the building be damaged or destroyed, the individual or groups shall make restitution at once, if not, the management company will make all repairs, replacements and clean up, and charge the expenses to the individual or group who had made use of the room. Damage will always be charged to the unit owner, since we have no way of collecting from a leaseholder.
- F...The kitchen, except for the refrigerator, may not be used, except by permission of the Joint Towers, Terrace committee.
- G...Absolutely no running, boisterous or unruly behavior is permitted in the recreation building.
- H... The piano is a delicate expensive musical instrument and not a toy. It may only be played by individuals who have some knowledge of piano playing.
- I...Restrooms in the recreation building, may be used by bathers. However, they must enter and leave the restrooms by the doors at pool side, never through the building itself. Keys to the recreation building will also open the door to the mens' and ladies' rooms.
- J... No one wearing swimming attire is permitted to enter the recreation building.
- K... Shoes must be worn isside the recreation building at all times.
- L....Children under 16 years old using mecreation room, must be supervised by an adult.



- B...For your safety and the safety of others, no running, boisterous or noisy behavior is permitted at pool side.
- C...Except for wheel chairs, no conveyance such as, bicycles, mopeds, etc. are permitted anywhere in the pool area.
- D...If individuals move any of the pool furniture for their convenience the furniture shall be returned to its original place, before leaving pool side. Under no condition shall furniture be placed on grassy areas, or where it will block access to the washroom entrance to the recreation building, or normal walking areas, including stepping stones over grassy areas. The latter area shall not be used for sunbathing, game playing, ect.
- E... When bathers leave the pool area, they will take all personal belongings which were used on chairs or lounges, reserving the chairs for a later visit to the pool, is not permitted.
- F...Personal belonging, such as chairs, tables, etc. may not be stored at pool side. These items must be removed when you leave the pool area.
- G...To protect pool side furniture, sunbathers must cover chairs and lounges with their towels or blankets, when wearing suntan lotion.
- H. Sunbathers must wear suitable attire when they are sunbathing.
- I...Except for group activities, which are under the direct supervision of one or both of the associations, or under the direct supervision of the Towers, or Terrace or Joint Social Club, consumption of food at pool side, shall be restricted to so-called finger food, such as sandwiches, doughnuts, etc. No plates, cups, knives, forks, etc. made of china, glass or hard plastic, or any other materials that may shatter, may be used at pool side. Examples of material that may be used are, aluminum cans, items made of soft plastic that will not shatter, paper and styrafoam.

6...ENFORCEMENT

- A... The above rules have been adopted according to the provisions of the condominium documents of both Towers and Terrace.

 Copies of which are recorded at the Pinellas County Courthouse.
- B...They have also been adopted in keeping with the terms of the separate leases between Towers and Charbett, and Terrace and Charbett.
- C...Since these rules have been adopted under the terms mentioned above, and are not in conflict with The Florida Condominium Act., enforcement of these rules will have the full weight of The Florida Condominium law behind them.
- D...Should any unit owner consistantly violate any of the above

rules and regulations, Towers and Terrace, will petition the courts for relief, seeking an injunction, directing that individual or individuals to cease and desist. Should the injunction be granted, and the individual or individuals continue to violate the above rules and regulations, the court will hold the individuals in contempt of court, and punish as the judge sees fit. Any legal fees incurred by either Towers and or Terrace under this provision, will be charged to the unit owner or owners in question. Should the unit owner or owners refuse to pay the legal fees, a lien will be filed against the unit or units.

E...Should a leaseholder consistantly violate any of the above rules and regulations, the proper association will revoke the approval of the lease, making that leaseholder no longer eligible to make use of the recreation area. The proper association will also notify the unit owner, who had granted the lease, of the action taken by the proper association. It will then be up to the unit owner to either evict his tenant, or see to it that he stops using the recreation facilities. Both associations under this provision reserve the right to take further action against the leaseholder if the unit owner fails to do so. All legal costs, or any other cost, incurred by either association under the provision will be charged to the unit owner in question.

7...AMENDMENTS

A...The above rules and regulations will become effective on the day they are approved by The Charbett Corp., and may not be changed except by agreement of both The Towers and Terrace Board of Directors, and new approval by Charbett.

8...EXECUTION

- A...The above rules and regulations were adopted by the Board of Directors of the Sunshine Towers Apartment Residences Association Inc., at a meeting to which all unit owners were invited, held on. May. 20, 1986
- B...The above rules and regulations were adopted by the Board of Directors of Sunshine Terrace Condominium Association, Inc. at a meeting to which all unit owners were invited, held on .May 7,1986
- C...The above rules and regulations were approved by The Charbett Corporation in writing in a letter on their stationery, over the signature of Ed Parker, Secretary/Treasurer, dated August 26, 1986.

6 RECORDING

\$96.00

TOTAL: CHECK AMT. TENDERED: CHANGE:

94. <u>0</u>0