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CERTIFICATE OF RECORDING SHARED FACILITIES AGREEMENT  
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WHEREAS, this Certificate of Recording is being recorded to record the Shared Facilities Agreement dated April 19, 2013 and entered by and between San Marino Bay Condominiums Association, Inc. and San Marino Bay Condominium Association 6, Inc.;

WHEREAS, the attached Shared Facilities Agreement was entered into by the parties to said Agreement with reference to the real property referenced in the Declaration of Condominium of San Marino Bay Condominium 1, recorded in the Official Records of Hillsborough County, at Official Records Book 4859, Page 1367; San Marino Bay Condominium 2, said Declaration of Condominium being recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 5068, Page 1059; San Marino Bay Condominium 3, said Declaration of Condominium being recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4712, Page 293; San Marino Bay Condominium 4, said Declaration of Condominium being recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 6333, Page 186; San Marino Bay Condominium 5, said Declaration of Condominium being recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4817, Page 1878; and San Marino Bay Condominium 6, Inc., said Declaration of Condominium being recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 13782, Page 0432.

WHEREAS, the parties entered into this Agreement to memorialize the contractual obligations of the respective parties with reference to all obligations associated with the shared facilities as more fully defined in the Shared Facilities Agreement;

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The undersigned being duly authorized by the Board of Directors of San Marino Bay Condominiums Association, Inc., do hereby attach hereto as Exhibit A, the original Shared Facilities Agreement, so that said Agreement is memorialized and made a part of the Official Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 13th day of MAY, 2013 in Hillsborough County, Florida.

[Signature]  
Witness

FIL Walter  
Print Name

JACK D. MUSTE  
Print Name

[Signature]  
Witness

[Signature]  
Print Name

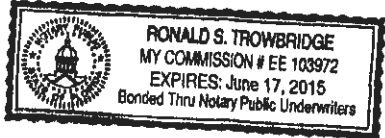
SAN MARINO BAY CONDOMINIUMS  
ASSOCIATION, INC.

[Signature]  
By: Jody DeJute, President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED before me this 13th day of MAY, 2013, by Jody DeJute as President of San Marino Bay Condominiums Association, Inc., on behalf of the corporation. He/she is personally known to me or has produced as identification and did (did not) take an oath.

[Signature]  
Notary Public



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By: *Kenneth B. Jenkins*  
Kenneth B. Jenkins, Secretary

*[Signature]*  
Witness  
JACK D. MILLS JR

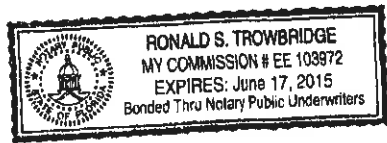
Print Name  
ALBERT VELASCO, JR. O.D.

Witness  
*[Signature]*  
Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED before me this 30th day of MAY,  
2013, by Kenneth B. Jenkins, as Secretary of San Marino Bay Condominiums Association, Inc.,  
on behalf of the corporation. He/she is personally known to me or has produced  
as identification and did (did not) take an oath.

*[Signature]*  
Notary Public



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~~SHARED FACILITIES AGREEMENT~~  
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THIS Shared Facilities Agreement (hereinafter referred to as the Agreement) is made this day of April 19, 2013, by and between, San Marino Bay Condominiums Association, Inc. (hereinafter referred to as the Association) and San Marino Bay Condominium Association 6, Inc. (hereinafter referred to as Condo 6) both parties to this Agreement agree to collectively be referred to as the "Owners' or the "Parties", with reference to the following facts and the terms of this Agreement:

A. There is a recorded quit-claim deed purporting to convey to the Association that real property legally described in that Quit Claim Deed recorded in the Official Records of Hillsborough County, Florida, on or about October 5, 2009 at Official Records Book 19498, Pages 1109 through 1126.

B. That quit-claim deed purports to convey to Condo 6 and the unit owners within Condo 6 an easement for ingress and egress for pedestrian, vehicular and maritime traffic, over, through, and across said real property for the purpose of ingress and egress to the public ways.

C. A complaint for declaratory relief, statutory relief under Chapter 702, Fla.Stat. and for damages was filed by the Association against Condo 6 and all unit owners/members of Condo 6.

D. The Parties acknowledge that all of the real property described in the Quit Claim Deed referenced in Paragraph A above purports to place the maintenance responsibility of said real property upon the Association, including, but not limited to, all non exclusive easements that exist in favor of each owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian, vehicular and maritime traffic over, through and across docks, piers, walkways, driveways, basin channel and other portions of the property described in the Quit Claim Deed referenced in Paragraph A.

E. The Association and Condo 6, are entering into this Shared Facilities Agreement in order to

(1) clearly allocate the parties' proportion of the share of the total costs of maintaining and repairing the shared facilities which are more fully described herein below;

(2) clarify the individual and joint obligations of the parties to this Agreement with respect to the shared facilities;

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(3) clearly provide a system for management of such joint obligations and the collection of each of the parties' percentage share of the total costs.

F. The Parties to this Agreement are entering into this Agreement so that Condo 6 and all of its owners shall have access to and use of the real property legally described in the Quit Claim Deed, as well as to clarify certain maintenance obligations that the Association currently undertakes, the expenses for which will be shared between the Association and Condo 6 in the amounts specifically set forth herein below.

G. Pursuant to the Declaration of Condominium of the Association, and pursuant to the duly recorded Quit Claim Deed, Agreement for Deed, and other recorded documents of the Association, the Association purports to be responsible for the maintenance, upkeep, and purports to be the owner of certain real and personal property. Pertinent portions of that real and personal property are the subject of this Shared Facilities Agreement. Said real and personal property will be considered the shared facilities and are specifically referenced in the Paragraphs set forth herein below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Condo 6 agree as follows:

**AGREEMENT**

1. RECITALS: EXHIBITS. The above Recitals and the Exhibits attached to this Agreement are true and correct, and are incorporated in this Agreement by reference. The legal description of the real property is set forth as Exhibit "A" to that Quit Claim Deed referenced in Paragraph A above and is attached hereto as Exhibit "A".

In addition, real property that contains the shared facilities that are also referenced and included in this Agreement are the claimed common elements of San Marino Bay Condominium 1, San Marino Bay Condominium 2, San Marino Bay Condominium 3, San Marino Bay Condominium 4 and San Marino Bay Condominium 5 as recorded in the respective Declarations of Condominium noted as follows: As to San Marino Condominium 1, Official Records Book, 4859, Page 1367; San Marino Bay Condominium 2 as recorded in Official Records Book 5068, Page 1059; San Marino Bay Condominium 3 as recorded in Official Records Book 4712, Page 293; San Marino Bay Condominium 4 as recorded in Official Records

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Book 6333, Page 186, San Marino Bay Condominium 5 as recorded in Official Records Book 4817, Page 1878.

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2. MAINTENANCE OF SHARED FACILITIES. The Association will maintain the shared facilities in a clean and neat manner, clear from trash and debris, with all landscaping well groomed, all entry features clean and attractive, all street lighting in good working order and repair, and all other features fresh, up to date and in good state of maintenance and repair. The Association will maintain all shared facilities, including but not limited to, all wetlands mitigation areas, retention ponds, lift station, fountains and aerators located within retention ponds; common ground lights, inclusive of the street lighting as well as lighting around the retention ponds; streets and parking lots; perimeter wall; irrigation system; entryway feature; sea wall of the subdivision and fire hydrants. This list of shared facilities is not all inclusive, but the obligations of the respective parties with regard to these shared facilities are more specifically set forth herein below. The Association will maintain these shared facilities in compliance with the requirements of Hillsborough County, the State of Florida, and the Southwest Florida Water Management District. In consideration of the sums to be paid to the Association by Condo 6 hereunder, the Association hereby agrees to maintain the shared facilities in accordance with the standards set forth in this paragraph on behalf of both the Association and Condo 6, and their respective unit owners, and their successors in interest.

3. COSTS OF SHARED FACILITIES MAINTENANCE.

A. Determination of Estimated Budget. The Owners hereby acknowledge and agree that the Owners shall be jointly responsible for the total costs and will make payments in accordance with this paragraph of this Agreement, provided that the Parties shall be responsible only for their agreed upon share of the total costs as set forth in Section 5 of this Agreement. The Parties to this Agreement agree that the costs associated with maintaining the shared facilities can be increased no more frequently than one time per year. No increase may exceed 15% of the previous year's total shared facilities budgeted amount unless the Parties to this Agreement mutually agree to an increase of greater than 15%.

No later than September 30 of each calendar year, the Association shall develop a projected Annual Budget for the next calendar year, setting forth the total costs, and each Party's proportionate share of the total costs based on their respective percentage share. The Association

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shall, within such time, deliver a copy of such estimated Budget to Condo 6 for its review and approval. The Association and Condo 6 shall approve or disapprove of such Budget in writing on or before October 30 of such calendar year. If either Party fails to deliver written disapproval of such estimated Budget within such time period, then such Party shall be deemed to have approved such Budget. If either Party disapproves of such estimated Budget, then such Party shall deliver to the Association a Budget that it wishes to have approved by the Association and Condo 6. Such proposed Budget shall be reviewed by the Association and Condo 6 and a mutually agreed upon Budget shall control for the following calendar year. The Association and Condo 6 each possess an equal vote in the Budget approval process. In all circumstances, the Association shall prepare the Budget in a commercially reasonable manner. In the event the proposed Budget does not exceed the prior year's Budget by 15%, then it is presumed to be commercially reasonable and must be accepted by the Parties to the Agreement if the Association and Condo 6 are not otherwise capable of reaching a mutually agreeable Budget for the upcoming calendar year.

B. BILLING OF MAINTENANCE COSTS. On or before November 15 of each calendar year, the Association shall deliver to Condo 6 a copy of the final estimated Budget for the next calendar year. Condo 6 shall pay to the Association its percentage share of the total costs as reflected on such estimated Budget on a monthly basis by making monthly payments on or before the 5<sup>th</sup> day of each month, 1/12 of the total of its proportionate share of the estimated Budget for that calendar year.

C. During the course of the calendar year for which such amounts are attributable, the Association shall have the right, in its sole and absolute discretion to use such amounts in payment for the services rendered in accordance with the estimated Budget. At the end of a fiscal year, if there has been a short fall in the estimated Budget, the Association shall deliver notice of such short fall to Condo 6 and request payment by Condo 6 of its proportionate share of such shortfall within fifteen (15) days of receipt of such notice. The Association shall not be obligated to perform any maintenance or otherwise incur any costs or expenses beyond any amounts received from Condo 6 plus the Association's proportionate share of such costs and expenses. In the event there are any funds paid to and held by the Association at the end of any calendar year in excess of the actual total costs, then each Party's proportionate share of such

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expenses, or the portion of such excess otherwise held for the benefit of such Party, shall be credited against such Party's proportionate share of the total costs for the immediately following calendar year. The Association shall hold all sums received on account of the total costs in the operating account of the Association. However, the Association shall provide Condo 6 with the sum total being held in its operating account attributable to payments made by Condo 6, within 7 business days of written request by Condo 6 for this information. The Association will not be obligated to maintain the funds in an interest bearing account, but if they are maintained in an interest bearing account, then each party shall be credited with their respective proportionate share of such interest.

Within 45 days after the start of each calendar year, the Association (or Managing Agent of the Association), shall also provide the Parties to this Agreement with an annual accounting of all receipts and disbursements made during the prior calendar year. Upon reasonable request by either Party to the Agreement, and within 30 days of such request, the Managing Agent shall provide the Parties with copies of invoices, billing statements or other supporting documentation related to disbursements made by the Association.

D. COLLECTION OF COSTS. In the event Condo 6 fails or refuses to pay all or any portion of its respective percentage share of the total costs, or any other sums due under this Agreement, within 15 days of each due date, then the Association shall have all rights available to it, pursuant to Florida Law, for the collection of such debt. Interest at the maximum rate allowable by law shall begin to accrue on a daily basis on the first day after the date of default until payment in full has been made. Condo 6 shall be responsible for the payment of all costs, interest, and attorneys' fees incurred by the Association in having to collect any unpaid amount from Condo 6 that is due pursuant to the terms of this Agreement, whether or not a legal action has to be filed.

4. DELEGATION BY ASSOCIATION. The Association shall have the right, in its sole and absolute discretion, to delegate all of its managerial responsibilities and obligations under this Agreement to a professional management entity or property manager of its choosing, (Managing Agent), which managing agent shall perform all managerial obligations and responsibilities of the Association in accordance with the terms of this paragraph. The Managing Agent shall be entitled to a reasonable fee for its services, which fee shall be included as an



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expense and shall be included within the estimated Budget prepared by the Association, or the Managing Agent, in accordance with Paragraph 3 of this Agreement. Nothing in this Paragraph shall relieve the Association of its obligation and responsibilities as a Party under this Agreement, including its obligation to pay its share of the total costs. With regard to the decision to delegate managerial responsibilities, the Association shall have the sole and absolute right to make such decision.

5. SHARED FACILITIES. The shared facilities that are subject to this Agreement, and the Party's respective responsibility with respect to each of the shared facilities, at the time of the drafting of this Agreement, is as set forth herein below:

A. Retention Pond. There is a retention pond located on the common elements of the Association which retention pond which serves both the Association and Condo 6. The current cost for treatment of the retention pond is \$2,000.00 per year. Condo 6 is responsible for 14.46% of the retention pond treatment costs. The Association is responsible for 85.54% of the costs associated with treatment of the retention pond.

B. Retention Pond Fountain and Aerators. There is a fountain and two aerators located within and utilized in the retention pond. Currently, the cost to maintain and operate the fountain and two aerators is \$400.00 per year. Condo 6 is responsible for 14.46% of the cost associated with maintaining and operating the fountain and two aerators. The Association is responsible for 85.54% of the cost associated with maintaining and operating the fountain and two aerators.

C. Potable Water and Sanitary Sewer Service. Currently, the County supplies water and sewer to the Association and Condo 6 by way of a master meter that is owned by the Association. Currently, the consumption of potable water and sanitary sewer that is used by the individual units within the Association and Condo 6 are sub metered. There are 12 sub meters located within Condo 6. Condo 6 agrees to pay 100% of the water consumption attributable to the 12 sub meters located within Condo 6. Any increase in the water and sewer expense is based upon actual consumption as billed by Hillsborough County, Florida. As such, this element of the shared facilities is not subject to the 15% maximum increase limit set forth in Paragraph 3A above, but any increase in water and sewer consumption shall be based upon actual consumption and costs as invoiced by Hillsborough County, Florida, with the sub meters being read by an

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independent water meter contractor. Any costs associated with repair, maintenance, or replacement of the master meter shall be paid by Condo 6 in its proportionate share. The water meter contractor shall be determined solely by the Association. The Association will take all steps necessary to ensure a representative of Condo 6 is able to communicate directly with any and all vendors that supply the potable water and sanitary sewer service. Condo 6 shall advise the Association in writing as to the name of any change to the aforementioned representative.

D. Street Lights and Street Light Poles. The street lights and street light poles are leased from Tampa Electric Company, (TECO.) Currently, the cost of the street lights and street light poles, including electricity for the street lights and street light poles is \$6,400.00 per year. Condo 6 is responsible for 14.46% of the cost associated with maintaining and operating the street lights and street light poles. The Association is responsible for 85.54% of the cost associated with operating and maintaining the street lights and street light poles.

E. Lift Station. There is a lift station located within the real property described in this Agreement, the lift station serves to assist in the flow of waste water from San Marino Bay to the County waste water disposal system. Currently, the cost associated with maintenance of the lift station is \$1,500.00 per year. Condo 6 is responsible for the payment of 14.46% of the cost associated with maintaining the lift station. The Association is responsible for 85.54% of the cost associated with maintaining the lift station.

F. Electric Costs Associated with Operation of the Fountains, Irrigation System, Aerators, Lift Station, Common Ground Lights, Street Lighting, Lighting Around Retention Ponds.

Currently, the electrical expense associated with operating the fountain, irrigation system, aerators in the retention ponds, the lift station, common ground lighting, including the lighting around the retention ponds, as well as street lighting is \$2,500.00 per year. Condo 6 is responsible to pay 14.46% of these electric expenses. The Association is responsible to pay 85.54% of these electrical expenses.

G. Maintenance of Streets and Parking Lots. Currently, the Association incurs expenses, on an annual basis, to maintain the streets and parking lots that are located upon the real property described in the Quit Claim Deed referenced in Paragraph A. Condo 6 is responsible for 14.46% of all maintenance costs associated with maintenance of the streets and

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parking lots. The Association is responsible for 85.54% of the cost associated with maintaining the streets the parking lots.

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H. Perimeter Wall. There is a perimeter wall located on the common elements of the real property described in Paragraphs A and 1 above. This perimeter wall is the maintenance responsibility of the Association. The annual costs associated with maintaining the perimeter wall is approximately \$400.00 per year. The cost for repainting the wall is \$3,800.00, when repainted. It is understood that the perimeter wall does not need to be painted on an annual basis. It is understood that approximately \$400.00 per year is expended in maintaining the wall. Condo 6 shall pay 14.46% of the perimeter wall painting costs and maintenance costs. The Association shall pay 85.54% of the cost associated with maintaining the wall, as well as painting the wall. Any future expenses associated with the painting of the perimeter wall shall be paid by the Association and Condo 6 in these same proportionate shares.

I. Entryway Features. There are entryway signs and associated landscaping to the San Marino Bay complex. The cost to replace the entryway signs and associated landscaping is going to be approximately \$5,000.00. Condo 6 shall pay 14.46% of the actual cost associated with replacing the entryway signs and associated landscaping to the San Marino Bay complex. The Association shall pay 85.54% of the cost associated with replacing the entryway signs and associated landscaping to the San Marino Bay complex. Any future replacement or maintenance cost associated with the entryway signs and associated landscaping shall be paid, in these same proportionate shares, by Condo 6 and the Association.

J. Taxes and Fees. In the event any impact fees, taxes, or other expenses are levied by Hillsborough County, any public utility, or any other governmental entity, related to use, consumption, maintenance or repair, of any of the shared facilities, Condo 6 shall pay 14.46% of any such cost. The Association shall pay 85.54% of any such cost. Any such cost levied by Hillsborough County, any public utility or other government entity shall not be considered a controlled expense that is limited by the 15% maximum permissible increase referenced in Paragraph 3A above.

K. Fire Hydrants. There are fire hydrants located throughout the real property legally described in this Agreement. The fire hydrants are considered a part of the shared facilities. The current costs associated with maintaining fire hydrants within San Marino Bay is

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\$250.00 per year. Condo 6 shall pay 14.46% of the cost associated with maintaining the fire hydrants. The Association shall pay 85.54% of the cost associated with maintaining the fire hydrants. If fire hydrants ever have to be replaced, the costs association therewith shall be paid in the proportion set forth herein.

L. Landscape of Common Areas. The Association is responsible for landscaping, lawn maintenance and landscaping maintenance for the common areas located within San Marino Bay. The landscaping, lawn maintenance and landscaping maintenance is for the common areas of both the Association and Condo 6. The Association is responsible for hiring the lawn and landscape maintenance contractor. Currently, the landscaping and lawn maintenance contractor costs the Association \$51.41 per unit per month. Condo 6 is responsible for 14.46% of the costs associated with maintaining the landscaping and lawn of the common areas within San Marino Bay. The Association is responsible for 85.54% of the costs associated with maintaining the landscaping and lawn of the common areas within San Marino Bay.

M. Insurance Expenses. The Association is responsible for maintaining liability insurance, property insurance and umbrella insurance coverage for the real property and personal property that comprise the shared facilities. The level of coverage obtained by the Association shall solely determined by the Association. Condo 6 shall pay 14.46% of any insurance premiums associated with the insurance policies purchased by the Association for such purpose. The Association shall pay 85.54% of any such insurance premiums.

6. PROPORTIONATE SHARE. The proportion set forth in this Agreement is based upon a total of 83 units being located within the Association and Condo 6. Currently, there are 12 units within Condo 6 (12/83 equals 14.46% of the total). There are 71 units in the Association, which total comprises 85.54% of the total of 83 units.

7. RESERVES. There are certain shared facilities for which reserve accounts have been established by the Association. These reserve accounts include, but are not limited to the following shared facilities: lift station, retention pond, fountain and aerators, master meter, streets and parking lots, perimeter wall painting, sea wall of the subdivision. Condo 6 is not required to pay into any of these reserve accounts. Condo 6 hereby agrees that it is responsible for 14.46% of the cost associated with replacement and/or repair of the lift station, streets and parking lot, perimeter wall and sea wall of the subdivision or any other facility or capital item

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described or included in the Shared Facilities Agreement. The Association agrees that when it is time to repair and/or replace any of these four items, for which reserves are being maintained by the Association, the Association shall provide notification to Condo 6 that repair and/or replacement is going to occur. The date that the repair and/or replacement is scheduled to occur will be provided to Condo 6 by the Association. Notification shall be provided to Condo 6 ninety (90) days prior to the scheduled repair and/or replacement of these shared facilities that the Association has reserved. Condo 6 shall have ninety (90) days within which to pay 14.46% of the cost associated with repair and/or replacement of any of these shared facilities.

8. IRRIGATION, WATER EXPENSES AND SYSTEM REPAIR AND MAINTENANCE. The Association shall agree to permit Condo 6, at its sole cost and expense, to hook up to the irrigation system that is currently owned and controlled by the Association. Condo 6 agrees to pay 14.46% of all costs associated with the entire irrigation water consumption and irrigation system repair and maintenance combined expenses for both the Association and Condo 6. Initially, at the time of hook up of its irrigation system, Condo 6 shall hook up a fully operational system with all components of its irrigation system in proper working order, including all sprinkler heads, zone valves, underground and above ground piping, etc.

9. All unit owners of the Association and Condo 6 are subject to all rules and regulations of the Association when any unit owner is physically located upon the real property that comprises the shared facilities. All Association unit owners and Condo 6 unit owners, their tenants, guests and invitees, shall abide by the rules and regulations of the Association when on real property described as shared facilities or when in use of any of the personal property described in this agreement as being part of the shared facilities. When an Association or Condo 6 unit Owner violates any of the rules and regulations of the Association, the Association will notify the unit owner of the violation and will take whatever legal action is necessary in order to enforce the rules and regulations of the Association. Whenever a Condo 6 unit owner, family member, tenant, guest or invitee violates any of the rules and regulations of the Association when on Association property, the Association shall notify a designated representative of Condo 6 of the identity of the individual(s) who violated the rule or regulation and specifically identify which rule or regulation was violated by the Condo 6 member(s). Condo 6 shall then pursue all

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avenues legally available to it to correct or remedy the violation that has been committed by the Condo 6 owner.

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10. DISPUTE RESOLUTION. In the event that any dispute arises with respect to the terms and provisions of this Agreement, the Parties shall attempt to resolve such dispute by meeting and conferring and voting on the resolution of such dispute. The Parties shall have the right to appoint, from time to time, one representative of each to act on behalf of, and bind such Party in connection with all decisions to be made, acts to be taken and disputes to be resolved pursuant to this Agreement. Condo 6 shall notify the Association or Managing Agent, as the case may be, in writing, of the identity of the Condo 6 authorized representative. In the event that any dispute arises with respect to the terms and provisions of this Agreement which cannot be resolved by the Parties, the Parties shall be entitled to all rights and remedies available to them by law or in equity, and the prevailing Party shall be entitled, in addition to any other award granted by a Court of competent jurisdiction, to reasonable attorneys' fees and costs, including, without limitation, the costs of any Paralegals or Legal Assistants, Bankruptcy Action or Appeals.

11. MISCELLANEOUS PROVISIONS. This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. This Agreement shall constitute the entire Agreement of the Parties to this Agreement with respect to the shared facilities specifically outlined in this Agreement, and all prior agreements, understandings, and representations of the Parties, whether oral or written, are hereby superceded and of no further force or effect. This Agreement may be modified only by a written instrument signed by the Parties, or their respective successors or assigns. The terms and provisions of this Agreement shall constitute covenants running with the real property described in Paragraphs A and I above and described in the Quit Claim Deed and Declarations of Condominium referenced herein and, this Agreement, and the terms and provisions contained in this Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns to the Parties to this Agreement. This Agreement may be executed in two or more original counterparts, which, when taken together, shall constitute one and the same original instrument. This Agreement shall be recorded in the Official Records of Hillsborough County, Florida.

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By: *Kenneth B. Jenkins*  
Kenneth B. Jenkins, Secretary

*[Signature]*  
Witness  
JACK D. MILLS JR

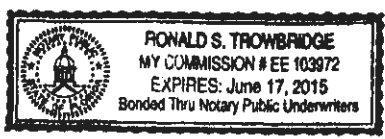
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*[Signature]*

Witness  
GARLAND STEPHENS  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this 8th day of APRIL,  
2013, by Kenneth B. Jenkins, as Secretary of San Marino Bay Condominiums Association, Inc.,  
on behalf of the corporation. He/she is personally known to me, or has produced  
\_\_\_\_\_ as identification and did (did not) take an oath.

*[Signature]*  
Notary Public



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12. COOPERATION. The Association agrees to keep Condo 6 reasonably informed of any matters that materially affect the respective rights and obligations of the parties hereunder, and at all times, the Parties will reasonably cooperate with each other to carry out the purpose of this Agreement. In all circumstances, the Parties shall carry out and perform their respective obligations in a commercially reasonable manner.

13. NOTICE. Written notification, as is required by this Agreement, to be given by one party to the other shall be provided, via Certified Mail or Hand Delivery at the following address: As to Condo 6 Karen E. Maller One Progress Plaza Suite 1210, St. Pete 33701, As to the Association % Trowbridge Co. P.O. BOX 273708, Tampa 33688

This Notice address can be changed by either of the parties by their providing written notice of a change of address at which it wishes to receive notifications under this Agreement, in the same manner as set forth in this Paragraph 9.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SAN MARINO BAY CONDOMINIUMS ASSOCIATION, INC.

[Signature]

Witness  
GARLAND STEPHENS  
Print Name

By: [Signature]  
Jody DeJute, President

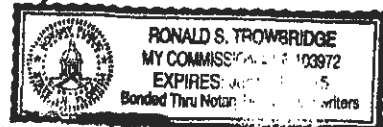
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Witness  
JACK MULLIN  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this 8th day of APRIL, 2013, by Jody DeJute as President of San Marino Bay Condominiums Association, Inc., on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath

[Signature]  
Notary Public





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SAN MARINO BAY CONDOMINIUM ASSOCIATION 6, INC.

Witness: Brittany D Hutchins, Taja Dorsey

By: Gene Steinberg, President

STATE OF FLORIDA COUNTY OF Pinellas

SWORN TO AND SUBSCRIBED before me this 19 day of April, 2013, by Gene Steinberg as President of behalf of San Marino Bay Condominium Association 6, Inc. He/she is personally known to me or has produced as identification and did (did not) take an oath.



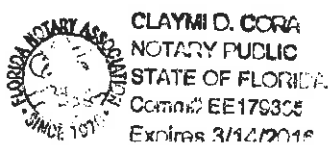
[Signature] Notary Public

Witness: Marvin Cadre, Paet Wili

By: Gerald T. Wili, Secretary

STATE OF FLORIDA COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me this 2nd day of March, 2013, by Gerald T. Wili as Secretary of behalf of San Marino Bay Condominium Association 6, Inc. He/she is personally known to me or has produced Florida Drivers License as identification and did (did not) take an oath.



[Signature] Notary Public Claymi Corra