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CLERK OF DISTRICT COURT
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RETURN TO:

O. F. 5633 PAGE 2088

01 Cash 17.00
40 Rec _____
41 DS _____
43 Int. _____
Tot 17.00

This Instrument Prepared By:
G. PENFIELD JENNINGS, of
FREEBORN, JENNINGS & RUGGLES
1960 Bayshore Boulevard
Dunedin, Florida 33528

83216932

AGREEMENT CONCERNING WATER RETENTION AREA

THIS AGREEMENT made and entered into this 1st day of November, 1983, by and between CASA DEL SOL CADIZ ASSOCIATION, INC., a Florida nonprofit Corporation, hereinafter called the "Association", each Condominium Association which may hereafter become a party to this Agreement in accordance with the provisions herein contained, and PINELLAS CASA DEL SOL LTD, a Florida Limited Partnership, hereinafter called the "Developer", for themselves, their successors and assigns.

WITNESSETH:

WHEREAS, PINELLAS CASA DEL SOL LTD. is the Developer of the Condominiums known as CASA DEL SOL CADIZ, upon certain lands located within the unincorporated area of Clearwater, Pinellas County, Florida; and

WHEREAS, the Association is the Condominium Association of CASA DEL SOL CADIZ; and

WHEREAS, in the course of the development of the CASA DEL SOL CONDOMINIUMS, a water retention area for general use in draining the lands within the entire CASA DEL SOL CONDOMINIUM COMMUNITY was created and established by the Developer on a portion of the lands described on the attached Exhibit; and

WHEREAS, the Association and the Developer each acknowledge that this Water Retention Area is for the benefit of both the CASA DEL SOL CONDOMINIUM COMMUNITY and the adjoining lands owned by the Developer, described on said Exhibit; and

WHEREAS, the parties desire to set forth in writing herein their agreement regarding the sharing of costs and expenses incident to this water retention area and the conveyance of title to said area upon completion of development of the lands described on said Exhibit; now, therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, terms and conditions contained herein on the part of each party to the other, it is agreed as follows:

1. The Association hereby agrees to pay from the date of this Agreement its share of all costs, assessments, claims, damages, liabilities and expenses whatsoever which may hereafter in any way be attributed to the ownership, operation, maintenance, use or enjoyment of said water retention area, such share to be computed on an acreage basis, in such proportion as the acreage contained within its Condominium bears to the total acreage of lands using the water retention area.

2. The Developer shall retain the water retention area for the retention of waters draining from the Condominiums known as CASA DEL SOL, Pinellas County, Florida, and adjoining lands, until completion of its development of Condominium Apartments or other structures on the properties described on Exhibit, attached. Upon completion of such development, the developer may, at his option, convey the tract of land containing the water retention area to the respective Condominium Associations and owners of other developed lands within the tract described on said Exhibit. If made, this conveyance will grant undivided title and interest in and to each grantee in common with the other, in such proportion as the acreage contained within each Condominium Association or owned by such other owner bears to the total acreage of the lands using the retention area. CASA DEL SOL CADIZ ASSOCIATION, INC. and each Association hereafter joining in this Agreement, hereby covenants and agrees to accept such conveyance as and when made.

3. The Developer may retain ownership of the drainage area lands for uses and purposes as he shall determine; however, if use of the area as a water retention site is discontinued, the Developer will provide an alternative drainage site for the CASA DEL SOL CONDOMINIUM COMMUNITY at no cost to the unit owners except usage, expenses as provided herein.

4. The Association hereby further agrees to pay its share of the items described in the preceding paragraph promptly when the same shall become due and payable and upon receipt and notification from the developer or other agent authorized to collect such sums. If the Association shall be without funds with which to make such payment, the Association hereby agrees to use all power and authority granted to it under the provisions contained within its Declaration of Condominium, its Articles of Incorporation, and its By-Laws or Florida Statutes to collect such sums from its members through levy of assessments, or otherwise.

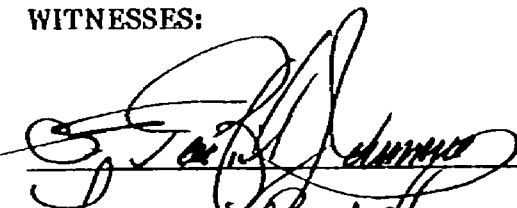
5. Each party, including each Association hereafter becoming a party, hereby agrees that if litigation shall arise between them out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including his attorney's fees.

6. Should additional condominiums shall become declared as CASA DEL SOL CONDOMINIUMS, the unit owner's Association of each such condominium may become a part of this Agreement by a statement of Joinder, specifically referring to this Agreement, contained within its Declaration of Condominium. Or, in the alternative, Joinder may be effected by a separate Declaration of Joinder in this Agreement being executed by the Association and recorded in the Public Records of Pinellas County, Florida. Joinder shall be effective as of the date of the execution of such instruments.

7. This Agreement shall continue in full force and effect between the parties until altered, modified or rescinded by all of the Associations hereto, by Agreement in writing and recorded among the Public Records of Pinellas County, Florida. This Agreement shall be binding upon the respective successors and assigns of each party, and the covenants herein contained shall run with the parcels of land herein incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

WITNESSES:

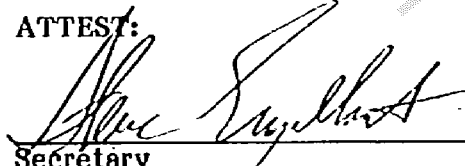

Laura Bollander

(CORPORATE SEAL)

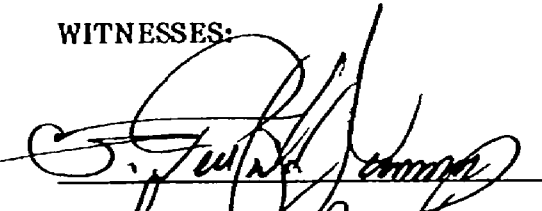
CASA DEL SOL CADIZ
ASSOCIATION, INC.

By: 
President

ATTEST:


Secretary

WITNESSES:


Laura Bollander

(CORPORATE SEAL)

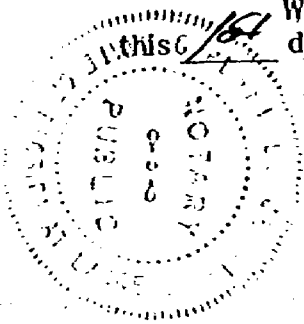
PINELLAS CASA DEL SOL LTD.,
a Florida Limited Partnership
By: HALLMARK DEVELOPMENT OF
FLORIDA, INC., General Partner

By: 
President

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared DANIEL A. ENGELHARDT, as President of CASA DEL SOL CADIZ ASSOCIATION, INC., a Florida corporation; and he acknowledged that he executed the foregoing Agreement as such officer the corporation has caused the foregoing Instrument to be executed for the purposes therein expressed.

WITNESS my hand and official seal in Dunedin, Pinellas County, Florida, this 16th day of November, 1983.



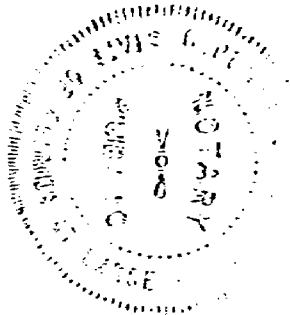
[Signature]
NOTARY PUBLIC
My Commission Expires: *[Signature]*

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 19 1985
D.D. HERRING & COMPANY, UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared DANIEL A. ENGELHARDT, as President of HALLMARK DEVELOPMENT OF FLORIDA, INC., a Florida corporation; and he acknowledged that he executed the foregoing Agreement as such officer; that the corporation is the General Partner of PINELLAS CASA DEL SOL LTD. and that as such Partner, the corporation has caused the foregoing Instrument to be executed for the purposes therein expressed.

WITNESS my hand and official seal in Dunedin, Pinellas County, Florida, this 16th day of November, 1983.



[Signature]
NOTARY PUBLIC
My Commission Expires: *[Signature]*

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 19 1985
D.D. HERRING & COMPANY, UNDERWRITERS

EXHIBIT

The legal description of the parcel of land on which the Water Retention Area is located:

The West one hundred feet of the parcel of land described as follows:

Commence at the northwest corner of the S.E. 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida; thence N 89°32'47" E, along the north boundary of the S.E. 1/4 of said Section 19, 650.00 feet for a Point of Beginning; thence continuing N 89°32'47" E, along said north boundary, 817.08 feet; thence S 00°01'01" E, 692.23 feet; thence along the northerly right-of-way line of Winding Creek Boulevard as shown on the Plat of Brookfield as recorded in Plat Book 71, Page 85 of the Public Records of Pinellas County, Florida, along the arc of a curve to the right that has a radius of 360.00 feet, an arc length of 132.50 feet, a chord length of 131.76 feet, a chord bearing of N 70°22'40" W, to a point of reverse curvature; thence along the arc of a curve to the left that has a radius of 240.00 feet, an arc length of 165.94 feet, a chord length of 162.65 feet, a chord bearing of N 79°38'27" W, to a point of tangency; thence S 80°33'06" W, 156.95 feet to a point of curvature; thence along the arc of a curve to the right that has a radius of 607.08 feet, an arc length of 246.13 feet, a chord length of 244.45 feet, a chord bearing of N 35°50'01" W, to a point of reverse curvature; thence along the arc of a curve to the left that has a radius of 959.44 feet, an arc length of 443.75 feet, a chord length of 439.81 feet; a chord bearing of N 89°28'08" W to a point of reverse curvature; thence along the arc of a curve to the right that has a radius of 677.93 feet, an arc length of 150.47 feet, a chord length of 150.16 feet, a chord bearing of S 83°38'22" W, to a point of tangency; thence continuing along the aforementioned northerly right-of-way line of Winding Creek Boulevard, S 89°59'52" W, 35.00 feet; thence N 00°00'08" W, along the easterly right-of-way line of U.S. Highway No. 19 (State Road No. 55), 290.13 feet; thence S 89°59'52" W, 60.00 feet; thence continuing along said easterly right-of-way line, N 00°00'08" W, 44.87 feet; thence N 89°32'47" E, 550.00 feet; thence N 00°00'08" W, 302.00 feet to the Point of Beginning. Containing 15.542 acres, more or less.

This legal description also serves to identify the tract of land on which the entire CASA DEL SOL CONDOMINIUM COMMUNITY is intended to be constructed.

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