

EXHIBIT A

LEGAL DESCRIPTION

COVINGTON COURT, MOUNT VERNON  
AND  
HERMITAGE CONDOMINIUMS

A portion of Lot 1, Block A, of NORTH ST. PETERSBURG PARKHILL AND CANNING REPLAT, as recorded in Plat Book 69, page 75, of the Public Records of Pinellas County, Florida:

Being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet; thence run North 00°10'00" West a distance of 568.15 feet; thence run South 89°50'00" West a distance of 50.00 feet to the Point of Beginning; thence by a curve to the right having a radius of 20.00 feet, chord bearing South 33°39'03" West chord length of 22.26 feet run an arc distance of 23.61 feet to a point of tangency; thence run South 67°27'45" West a distance of 119.10 feet to a point of curvature; thence by a curve to the right having a radius of 20.00 feet, chord bearing North 68°33'14" West chord length of 27.78 feet run an arc distance of 30.70 feet to a point of reverse curvature; thence by a curve to the left having a radius of 1232.00 feet; a chord bearing of North 27°04'40" West a chord length of 107.67 feet run an arc distance of 107.70 feet; thence run North 60°00'00" East a distance of 54.43 feet; thence run North 30° 00'00" West a distance of 85.00 feet; thence run North 55°00'00" East a distance of 116.00 feet; thence run South 76°0'00" East a distance of 100.00 feet; thence run South 0°10'00" East a distance of 185.02 feet to the Point of Beginning.

COVINGTON COURT, HYDE PARK  
A CONDOMINIUM

A portion of Lot 1, Block A, of NORTH ST. PETERSBURG PARKHILL AND CANNING REPLAT, as recorded in Plat Book 69, page 75, of the Public Records of Pinellas County, Florida.

Being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet; thence run North 00°10'00" West a distance of 753.17 feet; thence run South 89°50'00" West a distance of 50.00 feet; thence run North 76°00'00" West a distance of 100.00 feet, thence run South 55°00'00" West a distance of 13.16 feet to the Point of Beginning; thence continue South 55°00'00" West a distance of 102.84 feet, thence run South 30°00'00" East a distance of 85.00 feet, thence run South 60°00'00" West a distance of 54.43 feet to a Point on a curve; thence by a curve to the left having a radius of 1232.00 feet, a chord bearing North 36° 08'58" West a distance of 281.81 feet, run an arc distance of 282.43 feet to a Point of Reverse Curvature, thence by a curve to the right having a radius of 20.00 feet, a chord bearing of North 01°08'30" East a distance of 27.72 feet, run an arc distance of 30.68 feet to a point of tangency; thence run North 45°0'00" East a distance of 143.07 feet; thence run South 36°49'23" East a distance of 250.05 feet to the Point of Beginning.

EXHIBIT A

COVINGTON COURT, MONTICELLO  
A CONDOMINIUM

A portion of Lot 1, Block A, of NORTH ST. PETERSBURG PARKHILL AND CANNING REPLAT, as recorded in Plat Book 69, page 75, of the Public Records of Pinellas County, Florida.

Being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet; thence run North  $00^{\circ}10'00''$  West a distance of 753.17 feet; thence run South  $89^{\circ}50'00''$  West a distance of 50.00 feet to the Point of Beginning; thence run North  $76^{\circ}00'00''$  West a distance of 100.00 feet; thence run South  $55^{\circ}00'00''$  West a distance of 13.16 feet; thence run North  $36^{\circ}49'23''$  West a distance of 250.05 feet; thence run North  $45^{\circ}00'00''$  East a distance of 86.37 feet to a Point of Curvature; thence by a curve to the right having a radius of 20.00 feet, a chord bearing South  $87^{\circ}00'18''$  East a distance of 29.72 feet, run an arc distance of 33.51 feet to a Point of Compound Curvature; thence by a curve to the right having a radius of 1508.00 feet, a chord bearing of South  $39^{\circ}00'35''$  East a distance of 194.34 feet, run an arc distance of 194.47 feet to a Point of Compound Curvature; thence by a curve to the right having a radius of 200.00 feet, a chord bearing South  $19^{\circ}35'17''$  East a distance of 133.01 feet, run an arc distance of 135.59 feet to the Point of Beginning.

Exhibit "B"

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PINELLAS COUNTY  
CLERK CIRCUIT COURT  
MAR 13 3 24 PM '74

MUTUAL EASEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 12<sup>th</sup> day of March, 19 74, by and between the various condominium Associations subscribing hereunder, being legal entities organized and existing under and by virtue of Chapter 711, Florida Statutes Annotated, hereinafter referred to as ASSOCIATION or ASSOCIATIONS; and MADERIA MANAGEMENT, INC., a Florida corporation, organized and existing under the Laws of the State of Florida, hereinafter referred to as DELEGATE, AGENT or MANAGEMENT CORPORATION;

W I T N E S S E T H:

WHEREAS, the ASSOCIATIONS, parties hereto, are Condominium Associations containing authority and power to make and enter into agreements whereby the ASSOCIATIONS give, grant and acquire possessory or use interest in lands, including easements and licenses, whether or not contiguous, for the use or benefit of the condominium parcel owners; and

WHEREAS, the ASSOCIATIONS subscribing below are Condominium Associations of Condominiums which are situated on a portion of the following described real property, situated in the City of St. Petersburg, County of Pinellas, State of Florida, to-wit:

See attached Addendums.

WHEREAS, the respective condominium parcel owner, or owners, by and through the respective ASSOCIATIONS, are desirous of securing mutual easements for their mutual and joint use and benefits, in and to all streets, driveways, walk-ways, sidewalks, catch basins, storm sewers, sanitary sewers and lines, drainage areas, water pipes or mains, and lift stations, as the same may exist from time to time in, on or through the above described real property or any portion thereof.

This instrument was prepared by Y. L. GILLES, JR.  
ALBERT C. WERLY, ATTORNEY  
8641 CENTRAL AVENUE  
P.O. BOX 10207  
ST. PETERSBURG, FLA. 33733  
PHONE 344-1293

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NOW, THEREFORE, In consideration of the sum of One and 00/100 (\$1.00) Dollar and other good and valuable consideration In hand paid by each party unto the other, the receipt and sufficiency whereof is acknowledged by the respective parties hereto by their execution hereunder,

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The ASSOCIATIONS do hereby give, grant and convey unto each other, mutual easements for the joint use and benefit of all of their respective condominium parcel owners or tenants, their respective grantees, heirs, administrators, executors and assignees, for ingress, egress, regress and right-of-way, together with all rights and privileges incident thereto, through and over any and all streets, as are more specifically described and set forth in Exhibit "A" attached hereto and by this reference made a part hereof as though set forth at length herein, driveways, walk-ways, sidewalks, alleys and foot paths that now exist, or may exist from time to time, on the condominium property of the respective condominiums, exclusive of any building thereon or walk-way in or contiguous to such building.

It is specifically understood and agreed that the easement hereby granted is not an exclusive easement but is subject to the equal rights on the part of all the various condominium parcel owner, or owners, or tenants, their respective heirs, administrators, executors, assignees, invitees, servants and guests; subject nonetheless to the right, power and privilege of each ASSOCIATION (or its delegate, agent, or Management Corporation), to pass or adopt, from time to time, reasonable rules and regulations concerning the use of the same within the boundary of each Condominium, and subject to the right, power and privilege of each ASSOCIATION (or its delegate, agent, or Management Corporation), to the exclusive right to repair, maintain, and/or replace said facilities within the boundary of each such Condominium Association.

It is agreed that all such rules and regulations adopted by any ASSOCIATION shall be subject to the consent and confirmation

of a majority of the ASSOCIATIONS being a party hereto at the time and date of the adoption of such rules and regulations.

It is agreed that any such rules and/or regulations as promulgated by the Management Corporation shall not be subject to confirmation by majority of the said ASSOCIATIONS, and such rules and regulations shall be and remain in full force and effect subsequent to the termination of the Management Corporation's contract, unless and until such rules and/or regulations are amended or modified by a majority of the ASSOCIATIONS.

2. It is further agreed that the ASSOCIATIONS do hereby give, grant and convey unto each other mutual easements for the joint use and benefit of all of their respective condominium parcel owners, or tenants, their respective grantees, heirs, administrators, executors and assignees, in and to all utility facilities, including, but not limited to, sewer lines, lift stations, water pipes and mains, storm sewers and catch basins, that now exist, or may exist from time to time on the condominium property of the respective condominiums, exclusive of any part or portion thereof that is situated or contained within any building. It is specifically understood and agreed that the easements hereby granted are not exclusive easements but are subject to the equal rights on the part of the various condominium parcel owners, or tenants, their respective heirs, administrators, executors and assignees, to the use and benefit thereof, subject to the right, power and privilege of each ASSOCIATION (or its delegate, agent or Management Corporation), to the exclusive right to repair, maintain and/or replace said facilities within the boundary of each such Condominium ASSOCIATION.

3. It is understood and agreed that each ASSOCIATION (its delegate, agent or Management Corporation), shall be responsible for the maintenance, repair or replacement of all utility facilities (excluding utilities provided and maintained separately, such as those of Florida Power Corporation and General Telephone Company) including, but not limited to, streets, driveways, walkways, sidewalks, alleys, foot paths, service lines, lift stations, water pipes and mains, storm sewers and catch basins, herein re-

ferred to as "facilities", that now exist or may exist from time to time within the boundary of each Condominium Association. It is agreed that the "facilities" herein referred to shall not include any part or portion thereof that is situated or contained within any residential building. That the cost and expense of such maintenance, repair, or replacement of said facilities, shall be a common expense to all condominium parcels contained within the various ASSOCIATIONS, and shall be that sum which is the quotient of such costs and expenses, divided by the total number of condominium parcels contained within all the ASSOCIATIONS. It is agreed that the responsibility for enforcement, lien filing, and collection of such assessments, from time to time, shall be on each ASSOCIATION over its members. That each ASSOCIATION agrees that all assessments, as hereinafter determined, shall be handled in like manner as any other "additional assessments", as provided in the various condominium declarations. Upon failure of any condominium parcel owner to pay his prorata share of the assessments herein provided, the ASSOCIATION shall, upon demand, assign such lien to the ASSOCIATION who has the responsibility for such maintenance, repair or replacement. Such ASSOCIATION may proceed, in its own name, to enforce the lien and the collection of said assessment.

4. It is agreed that the cost and/or expenses of such repairs, replacement or maintenance, of a particular facility shall not become a common expense of any condominium parcel owner of a condominium parcel situated without the area of the Responsible-Association-Party, when such cost or expense is \$200.00 or less. In the event said cost or expense exceeds \$200.00, then, and in such event, excepting in cases of emergency as hereinafter provided, the Responsible-Association-Party shall give notice in writing to all Association-Parties hereto, stating with particularity, and in lay terms, the repair, replacement, or maintenance sought to be done or performed, the cost thereof, and any other additional information and/or facts necessary or desirable to properly apprise and inform each ASSOCIATION, its officers and directors. Exhibits, such as proposed construction or repair contracts, may be attached to such

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receipt of the notice, the Responsible-Association-Party shall proceed with such repair, replacement or maintenance, and upon notice and demand, each Association-Party hereto shall immediately levy assessments for such cost and expense and pay the same to the Responsible-Association-Party.

It is agreed that the repair, replacement and/or maintenance shall be reasonable and prudent, or reasonably necessary under the circumstances existing, and that the cost or expense thereof shall be fair and reasonable. Notice of objection, as above provided, shall be in affidavit form and signed by the Chairman and Secretary of the objecting ASSOCIATION, certified copies thereof served upon all other ASSOCIATIONS being a party hereto, and shall state, with particularity and in lay terms, the nature and reasons of the objection. A mere objection without commentary, or an objection which does not contain or allege good and valid reasons and facts constituting the unreasonableness or imprudence of either the cost or expense, or of the maintenance, or repair or replacement, shall not be treated as a valid objection.

5. It is understood and agreed that in the event of emergency involving manifest danger to life or property, no such notice is required. As soon as is reasonably practical under the circumstances, notice shall be given, for information purposes only, setting forth the repair, maintenance or replacement done, or to be performed, the total cost or estimate of cost thereof, together with a statement setting forth facts and reasons constituting the emergency.

6. In the event any ASSOCIATION-Party to this agreement brings any action at law or suit for declaratory judgment occasioned by any disagreement or contest arising out of this agreement, the prevailing party, or parties, shall recover all costs of such action including reasonable attorneys' fees.

7. Service of notice as required herein, or as may be made from time to time, shall be upon the various resident agents of the ASSOCIATIONS or any officer of such ASSOCIATION.

registered or certified mail, or by posting and displaying such notice on such ASSOCIATIONS' bulletin board in the building under the jurisdiction of such ASSOCIATION.

8. It is agreed that each ASSOCIATION being a party hereto does hereby delegate and empower MADEIRA MANAGEMENT, INC. with all the powers, rights, duties and obligations of each ASSOCIATION as the same exists or arises out of and by virtue of this contract, for a period of twenty-five (25) years from the date hereof; the said MADEIRA MANAGEMENT, INC. does hereby assume all of the said powers, rights, duties and obligations for such period of time.

9. It is contemplated by the ASSOCIATIONS, that all future condominium associations hereinafter created may become parties hereto the same as if they were original parties. It is agreed, therefore, between all the ASSOCIATIONS, parties hereto, and MADEIRA MANAGEMENT, INC. that additional condominium associations of condominiums situated within the above described real property may become parties hereto, under the same terms and conditions as hereinabove set forth, the same as if they were originally a party hereto, by filing in the Public Records of Pinellas County, Florida, a "DECLARATION OF MUTUAL EASEMENTS" executed with the formality of a deed by all of the officers of each such ASSOCIATION, stating that they do thereby give, grant and convey mutual easements as described and set forth in that certain Agreement entitled "MUTUAL EASEMENT AGREEMENT", together with appropriate reference to the official records book and page of such agreement as the same is recorded in the Public Records of Pinellas County, Florida, for the joint use and benefit of all condominium parcel owners and tenants, their respective grantees, heirs, administrators, executors and assignees, reserving only such rights, powers, privileges and obligations over its boundaries as is specifically set forth in said original MUTUAL EASEMENT AGREEMENT as may be modified from time to time. It is agreed that upon the filing of such Declaration, each such ASSOCIATION shall thereupon acquire all of the rights, uses and benefits of all



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of the easements and licenses, as described in the said MUTUAL  
EASEMENT AGREEMENT, in each of the various ASSOCIATIONS being a  
party to such agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto  
set their hands and seals this 18 day of March, 1974.

Signed, sealed and delivered  
in the presence of:

Penny Simpson  
Charles K. Chiezen

MADEIRA MANAGEMENT, INC.

BY Charles K. Chiezen President

Attest: Allen C. Harper Secretary

COVINGTON COURT, Mount Vernon  
Hermitage Association

BY Charles K. Chiezen President

Attest: Allen C. Harper Secretary

COVINGTON COURT, Hyde Park Association

BY Charles K. Chiezen Chairman

Attest: Allen C. Harper Secretary

COVINGTON COURT, Mount Vernon  
Hermitage Association

BY Charles K. Chiezen Chairman

Attest: Allen C. Harper Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS, ) ss:

I HEREBY CERTIFY that on this day personally appeared before  
me, an officer duly authorized to administer oaths and take acknowledg-  
ments, CHARLES K. CHIEZEN and ALLEN C. HARPER, as President and Secre-  
tary respective of Madeira Management, Inc. and CHARLES K. CHIEZEN and  
ALLEN C. HARPER, as Chairman and Secretary of COVINGTON COURT, Mount  
Vernon and Hermitage Association, COVINGTON COURT, Hyde Park, Associa-  
tion and COVINGTON COURT, Monticello, Association, and that they severally  
acknowledged before me that they executed the above instrument in the  
presence of two witnesses, freely and voluntarily, and that said corpo-  
ration and associations were duly vested with such power so to do and that  
the seals affixed thereto are the official seals of said entities.

WITNESS my hand and official seal this 18 day of March, 1974,  
at St. Petersburg, Florida.

Shirley C. Clark  
Notary Public

My Commission Expires

Notary Public, State of Florida  
My Commission Expires January 1, 1976

## LEGAL DESCRIPTION

G. I. 4147 PAGE 187

PINELLAS COUNTY FLA.  
OFF. REC. BK 11985 PG 1708

A portion of Lot 1, Block A, of NORTH ST. PETERSBURG PARKHILL AND CANNING REPLAT, as recorded in Plat Book 69, page 75, of the Public Records of Pinellas County, Florida; being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet; thence run North 00°10'00" West a distance of 568.13 feet; thence run South 89°50'00" West a distance of 50.00 feet to the Point of Beginning; thence by a curve to the right having a radius of 20.00 feet, chord bearing South 33°39'03" West chord length of 22.26 feet run an arc distance of 23.61 feet to a point of tangency; thence run South 67°27'45" West a distance of 119.10 feet to a point of curvature; thence by a curve to the right having a radius of 20.00 feet, chord bearing North 62°33'14" West chord length of 27.78 feet run an arc distance of 30.70 feet to a point of reverse curvature; thence by a curve to the left having a radius of 1232.00 feet; a chord bearing of North 27°04'40" West a chord length of 107.67 feet run an arc distance of 107.70 feet; thence run North 60°00'00" East a distance of 54.43 feet; thence run North 30°00'00" West a distance of 85.00 feet; thence run North 55°00'00" East a distance of 116.00 feet, thence run South 76°00'00" East a distance of 100.00 feet; thence run South 0°10'00" East a distance of 135.02 feet to the Point of Beginning.

## LEGAL DESCRIPTION

COVINGTON COURT, MONTICELLO,  
A Condominium

A portion of Lot 1, Block A, of North St. Petersburg Parkhill and Canning Replat as recorded in Plat Book 69, page 75, of the Public Records of Pinellas County, Florida.  
Being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet, thence run North 00°10'00" West a distance of 753.17 feet; thence run South 89°50'00" West a distance of 50.00 feet to the Point of Beginning; thence run North 76°00'00" West a distance of 100.00 feet; thence run South 55°00'00" West a distance of 13.16 feet; thence run North 36°49'23" West a distance of 250.05 feet; thence run North 45°00'00" East a distance of 86.37 feet to a Point of Curvature; thence by a curve to the right having a radius of 20.00 feet, a chord bearing of South 87°00'18" East a distance of 29.72 feet, run an arc distance of 33.51 feet to a point of compound curvature; thence by a curve to the right having a radius of 1508.00 feet, a chord bearing of South 39°00'35" East a distance of 194.34 feet, run an arc distance of 194.47 feet to a point of compound curvature; thence by a curve to the right having a radius of 200.00 feet, a chord bearing of South 19°35'17" East a distance of 133.01 feet, run an arc distance of 135.59 feet to the Point of Beginning.

## LEGAL DESCRIPTION

C.I. 4147 PAGE 188

COVINGTON COURT, Hyde Park,  
A Condominium

A portion of Lot 1, Block A of North St. Petersburg Parkhill and Canning Replat as recorded in Plat Book 69, page 75 of the Public Records of Pinellas County, Florida.  
Being more particularly described as follows: Commence at the center of Section 31, Township 30 South, Range 17 East, and run East a distance of 1320.40 feet, thence run North  $00^{\circ}10'00''$  West a distance of 753.17 feet, thence run South  $89^{\circ}50'00''$  West a distance of 50.00 feet, thence run North  $76^{\circ}00'00''$  West a distance of 100.00 feet, thence run South  $55^{\circ}00'00''$  West a distance of 13.16 feet to the Point of Beginning; thence continue South  $55^{\circ}00'00''$  West a distance of 102.84 feet, thence run South  $30^{\circ}00'00''$  East a distance of 85.00 feet, thence run South  $60^{\circ}00'00''$  West a distance of 54.43 feet to a Point on a curve; thence by a curve to the left having a radius of 1232.00 feet, a chord bearing of North  $36^{\circ}03'58''$  West a distance of 281.81 feet, run an arc distance of 282.43 feet to a Point of Reverse Curvature, thence by a curve to the right having a radius of 20.00 feet, a chord bearing of North  $01^{\circ}08'30''$  East a distance of 27.72 feet, run an arc distance of 30.68 feet to a point of tangency; thence run North  $45^{\circ}00'00''$  East a distance of 143.07 feet; thence run South  $36^{\circ}49'23''$  East a distance of 250.05 feet to the Point of Beginning.

PINELLAS COUNTY FLA.  
OFF. REC. BK 11395 PG 1707