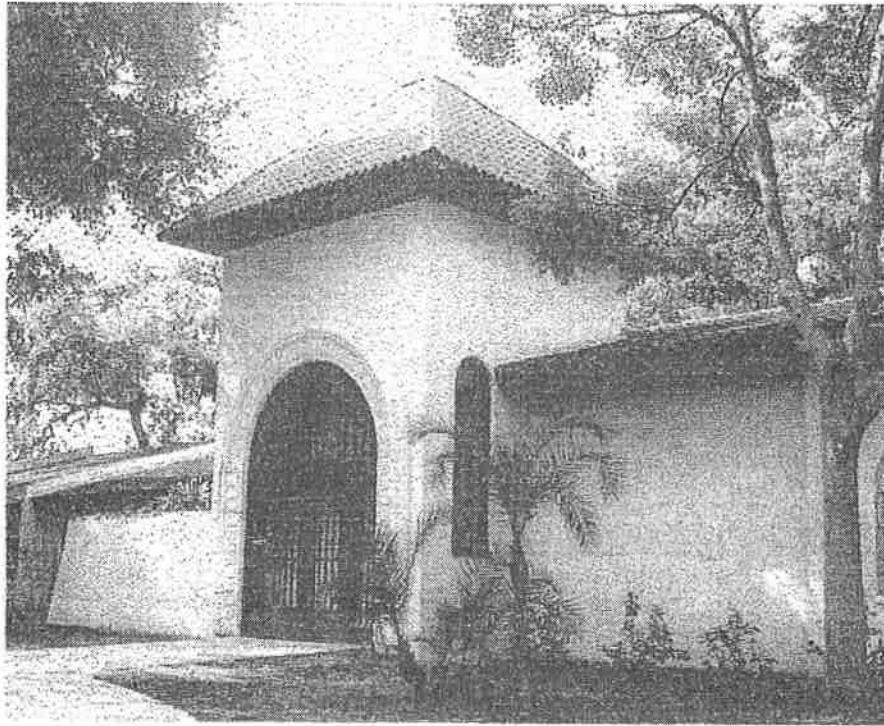
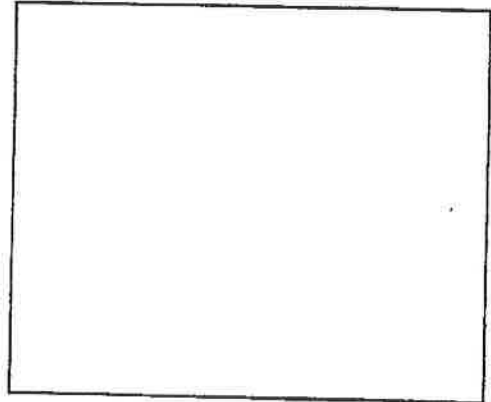




Management Agreement

**Seville R O Association, Inc
and
Seville Condominiums, Inc**



MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of May 1999, by and between SEVILLE R O ASSOCIATION, INC., a Florida non-profit corporation, whose address is 2640 Seville Boulevard, Clearwater Florida 33764-1135, hereinafter referred to as 'Seville R O', and:

SEVILLE CONDOMINIUM 1, INC., a Florida non-profit corporation, whose address is 2623 Seville Boulevard, Clearwater Florida 33764-1157;

SEVILLE CONDOMINIUM 2, INC., a Florida non-profit corporation, whose address is 1001 Pearce Drive, Clearwater Florida 33764-1145;

SEVILLE CONDOMINIUM 3, INC., a Florida non-profit corporation, whose address is 1009 Pearce Drive, Clearwater Florida 33764-1100;

SEVILLE CONDOMINIUM 4, INC., a Florida non-profit corporation, whose address is 1012 Pearce Drive, Clearwater Florida 33764-1150;

SEVILLE CONDOMINIUM 7, INC., a Florida non-profit corporation, whose address is 2635 Seville Boulevard, Clearwater Florida 33764-1158;

SEVILLE CONDOMINIUM 8, INC., a Florida non-profit corporation, whose address is 2612 Pearce Drive, Clearwater Florida 33764-1160;

SEVILLE CONDOMINIUM 11, INC., a Florida non-profit corporation, whose address is 2630 Pearce Drive, Clearwater Florida 33764-1155;

SEVILLE CONDOMINIUM 12, INC., a Florida non-profit corporation, whose address is 2699 Seville Boulevard, Clearwater Florida 33764-1159;

SEVILLE CONDOMINIUM 14, INC., a Florida non-profit corporation, whose address is 2650 Pearce Drive, Clearwater Florida 33764-1156, hereinafter collectively called the "Associations".

This Instrument Prepared by:
Seville R O Association, Inc.
2640 Seville Boulevard
Clearwater, Florida 33764-1135

WITNESSETH:

WHEREAS, Associations are the housing Associations located in the development known as Seville, and

WHEREAS, on July 14, 1970, Clearwater Management Corporation, a Florida corporation ("Clearwater Management Corporation"), as the management contractor, and Clearwater Seville, Ltd., a Florida limited partnership, as owner, entered into a Long Term Lease on Recreation Area ("Long Term Lease"), which Long Term Lease was recorded in Public Records of Pinellas County, Florida, beginning at O.R. 3362, Page 352, and

WHEREAS, Associations then entered into certain Management Contracts as originally recorded in Public Records of Pinellas County, Florida, (the Management Contracts). Clearwater Management Corporation has filed a Chapter 7 Bankruptcy Petition in the Middle District of Florida, Tampa Division, and is no longer providing the services pursuant to the terms of the Management Contracts, and

WHEREAS, Clearwater Management Corporation also defaulted under the terms of the Long Term Lease and Seville R O Association, Inc as successor in interest to Clearwater Seville, Ltd. has possession of and is the owner of the real property as originally recorded in Public Records of Pinellas County, Florida, and

WHEREAS, Associations and Seville R O deem it to be in their best interest to enter into this Agreement which provides for the management and maintenance of the Recreation Property.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars, plus other good and valuable consideration and the mutual promises contained herein, the parties agree as follows:

1. The Management Contracts as originally recorded in Public Records of Pinellas County, Florida, are hereby terminated.
2. Recreation Property. Seville R O agrees to provide for the residents of Seville, the Recreation Property consisting of a clubhouse, swimming pool and other indoor and outdoor recreation facilities.

3. Maintenance of Recreation Property. Seville R O agrees to conduct a periodic and continuous maintenance of the Recreation Property, including the swimming pool, swimming pool area, recreational building and all areas of common use in the Recreation Property so as to keep said areas in a first class condition and shall keep all areas of common use as recreation facilities painted where initially painted, and shall furnish the necessary repairs to preserve the interior and exterior and appearance of the recreation building, and other recreation facilities. Seville R O shall mow, edge and fertilize the lawns, and shall maintain and care for and fertilize the gardens, trees and shrubbery located on the Recreation Property. Seville R O has the exclusive right hereunder to make the decision as to when the maintenance and repairs on the Recreation Property need to be performed and when the lawns, gardens, trees and shrubbery located on the Recreation Property shall be cared for and fertilized.

4. Responsibilities. Seville R O shall specifically perform the following: manage, maintain and supervise Recreation Property.

5. Records to be Maintained. Seville R O shall collect the sums owed by the Associations under the terms of the Declaration of Condominium for the management and maintenance of the Recreation Property. The Associations will be responsible for maintaining a comprehensive system of office records and accounts of each member. Seville R O shall bond its employees since its employees shall be handling funds paid by the Associations as their share of the common expenses hereunder. Seville R O shall keep records showing payments made by the Associations and other records pertaining to the financial affairs of the management and maintenance of the Recreation Property.

6. Budget and Fees Charges. Associations shall pay Seville R O a sum that shall be a common expense, and shall be pro-rated by the Associations according to the percent of common expense attributable to each apartment as established in the Declaration of Condominium.

A. Seville R O shall prepare a budget for the Recreation Property for each forthcoming year. This budget shall show, in reasonable detail, the estimated costs and expenses and cash requirements for the normal maintenance and operation of the Recreation Property and shall show the reserve requirements for future replacements, repairs and improvements. The budgeting process shall take place not later than the following:

<u>Schedule</u>	<u>Action</u>	<u>By</u>
August 1	Appoint Budget Committee made up members of the Associations	Board of Directors of Seville R O
Sept 1	Finalize Proposed Budget	Budget Committee
Sept 15	Proposed Budget to Associations	Board of Directors of Seville R O
Oct 15	Report back to Seville R O	Boards of Associations
Oct 25	Assessment Notices to Associations	Board of Directors of Seville R O

B. The budget shall be adopted by the approval of a majority of the Boards of Directors of the Associations.

C. The assessments for the Associations to fund the budget and any special assessments shall be:

Buildings 1, 2, 3, 4 & 8	8.34% each
Building 7	8.62%
Building 11	14.19%
Building 12	23.6 %
Building 14	11.89%

7. Liability of Seville R O. Seville R O shall not, under any circumstances be liable under or by reason of this Agreement, either directly or indirectly, for any injury, accident, breakage or damage of any machinery or appliances not attributable to the action or inaction of Seville RO or any of its employees or agents. Seville R O shall not be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform its duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond the control of Seville R O or of any of its employees or agents.

8. Responsibility for Replacement. Even though Seville RO has agreed to maintain and repair certain items as set forth in this Agreement, Seville RO does not assume nor agree to replace any of the streets, sidewalks, buildings, pool or pool areas, sewer pipes, water pipes, sprinkler systems, damaged landscape, light posts, underground wiring, of any type in the recreational facility if said items are destroyed due to any reason whatsoever, or if said items need to be replaced due to obsolescence unless the majority of the Associations agree to a special assessment for the necessary repairs/replacements of required. This should not be construed as releasing Seville RO for liability to any of the aforesaid items that result due to its negligence.

9. Insurance of Recreation Property. Seville R O shall provide fire and comprehensive insurance to adequately cover the Recreation Property and also provide liability insurance for the benefit of any member of Associations, their guests and visitors, and members of Seville for any incident which occurs on the Recreation Property due to the negligence of Seville R O.

10. Management of Recreation Property. Seville R O shall provide management for the Recreation Property and shall have full and exclusive control over the use of said Recreation Property.

11. Use of Recreation Property. It is specifically understood and agreed that the Recreation Property shall be available for use by all residents and occupants of Seville, and shall be for the exclusive use of the members of Associations or the occupants of the Buildings mentioned herein and their guests. In the event a Unit Owner sells his apartment interest, or leases it, then said Unit Owner shall not be entitled to use the Recreation Property. It is specifically understood and agreed that Seville R O shall have the power and authority, in its discretion, to deny any person, including but not limited to Unit Owner, guest or occupant, the right to use all or any portion or portions of the recreation areas for such period of time as it deems necessary and advisable, if said person violates and disregards the rules and regulations established from time to time by Seville R O as to the recreation area or the house rules, which from time to time may be in existence. The denial of the right to use as set forth herein shall not affect the liability of the Associations or the Unit Owners.

12. Expenses and Defaults. The amount of money due under this Agreement as stated herein shall be a portion of the common expense that the Associations shall pay. All payments due hereunder shall be due on the first of each month and shall be in default if not paid on the tenth of each month. In the event the Association does not pay the required amount, then Seville R O may pursue remedial legal action. Seville R O will be entitled to back due payments, penalties, reasonable attorney's fees and the Court costs.

13. Terms. This Agreement shall commence on the date hereof and shall continue unless a majority of the Associations gives written notice to all of the parties to this Agreement that it does not wish to renew this Agreement. Notice of termination must be given at least ninety days prior to the termination of the Agreement.

14. Miscellaneous Provisions.

A. This Agreement shall constitute the entire Agreement between the parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

B. Invalidity of any portion of this Agreement or any provision contained herein shall in no way affect any other provision that shall remain in full force and effect.

C. Wheresoever the Agreement so requires, the use of any gender shall be construed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

D. The terms used herein shall have the same meaning as set forth herein and the same meaning as the terms and definitions as set forth in the Declaration.

E. It is understood by the parties hereto that ten (10) original copies have been executed by each Seville R O, and the nine Associations.

F. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. This Agreement is freely assignable by Seville R O and cannot be assigned by the Associations without written consent of Seville R O.

15. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, including without limitation, trial, appellate, arbitration, declaratory and bankruptcy proceedings. As used herein, attorneys' fees may include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial proceedings, appeals and all other proceedings, whether by attorneys, paralegals, legal assistants, or others working under the supervision of a licensed attorney.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A separate counterpart of this Agreement constituting an original shall be filed in the public records of Pinellas County, Florida.

IN WITNESS WHEREOF, Seville R O Association, Inc and the Associations have caused these presents to be executed and their corporate seal to be affixed thereto by their properly authorized officers, on the day and year first above written.

SEVILLE R O ASSOCIATION, INC,
a Florida non-profit corporation

WITNESSES:

June R. Holland
June R Holland, Secretary

Willena Girton
Willena Girton, Treasurer

By: Lynne N Robertson
Lynne N Robertson, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by LYNNE N ROBERTSON as President of SEVILLE R O ASSOCIATION, INC., a non-profit corporation, on behalf of the corporation. She is personally known to me and did take an oath, this 3rd day of May 1999.

Robert L Holland
NOTARY PUBLIC: Robert L Holland
My Commission Expires:

 Robert L. Holland
My Commission CC811088
Expires February 21, 2003

SEVILLE CONDOMINIUM 2, INC.,
a Florida non-profit corporation

WITNESSES:

Pauline Oliver
Pauline Oliver, Secretary

Willena Gorton Treasurer
Willena Gorton, Treasurer

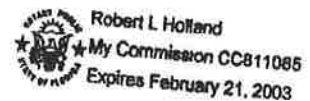
By:

Clive Beckett
Clive Beckett, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Clive Beckett as President of SEVILLE CONDOMINIUM 2, INC., a non-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath, this 26th day of May 1999.

Robert L. Holland
NOTARY PUBLIC: Robert L. Holland
My Commission Expires:



SEVILLE CONDOMINIUM 3, INC.,
a Florida non-profit corporation

WITNESSES:

Donald Bruick

Donald Bruick, Vice President

Lynne Robertson

Lynne Robertson, Director

By: Ted Robertson
Ted Robertson, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Ted Robertson as President of SEVILLE CONDOMINIUM 3, INC., a non-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath, this 3rd day of May 1999.

Robert L. Holland

NOTARY PUBLIC: Robert L. Holland
My Commission Expires:



Robert L. Holland
My Commission CC811085
Expires February 21, 2003

SEVILLE CONDOMINIUM 4, INC.,
a Florida non-profit corporation

WITNESSES:

Barbara Agres
Barbara Agres, Secretary

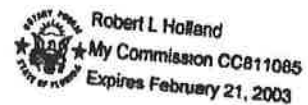
Sara Borden
Sara Borden, Treasurer

By: Richard E. Domblaser
Richard Domblaser, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Richard Domblaser as President of SEVILLE CONDOMINIUM 4, INC., a non-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath, this 28th day of May 1999.

Robert L. Holland
NOTARY PUBLIC: Robert L Holland
My Commission Expires:



SEVILLE CONDOMINIUM 7, INC.,
a Florida non-profit corporation

WITNESSES:

Dorothy Allstaedt
Dorothy Allstaedt, Secretary

Earl C Berry
Earl Berry, Treasurer

By: Dorothe Dossey
Dorothe Dossey, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Dorothe Dossey as President of SEVILLE CONDOMINIUM 7, INC., a non-profit corporation, on behalf of the corporation. She is personally known to me and did take an oath, this 24th day of May 1999.

Robert L Holland
NOTARY PUBLIC: Robert L Holland
My Commission Expires:

 Robert L. Holland
My Commission CC811085
Expires February 21, 2003

SEVILLE CONDOMINIUM 8, INC.,
a Florida non-profit corporation

WITNESSES:

Frank Nieves
Frank Nieves, Vice President

Idis N. Lani
Idis Lani, Unit Owner

By: Robert Lani
Robert Lani, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Robert Lani as President of SEVILLE CONDOMINIUM 8, INC., a non-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath, this 24th day of May 1999.

Robert L. Holland
NOTARY PUBLIC: Robert L. Holland
My Commission Expires:

 Robert L. Holland
My Commission CG811085
Expires February 21, 2003

SEVILLE CONDOMINIUM 11, INC.,
a Florida non-profit corporation

WITNESSES:

Frank Barcelona
Frank Barcelona, Vice President

Marilyn Lebo
Marilyn Lebo, Secretary

By: LaVonne Meinhardt
LaVonne Meinhardt, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by LaVonne Meinhardt as President of SEVILLE CONDOMINIUM 11, INC., a non-profit corporation, on behalf of the corporation. She is personally known to me and did take an oath, this 3rd day of May 1999.

Robert L. Holland
NOTARY PUBLIC: Robert L. Holland
My Commission Expires:

 Robert L. Holland
My Commission CC811085
Expires February 21, 2003

SEVILLE CONDOMINIUM 12, INC.,
a Florida non-profit corporation

WITNESSES:

Zena Chema VP
Zena Chema, Director

Walter de Celis
Walter de Celis, R O Director

By: *Gerald B Conley*
Gerald B Conley, V-Pres/Treas
SECRET

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Gerald B Conley as Vice President/
Treasurer of SEVILLE CONDOMINIUM 12, INC., a non-profit corporation, on behalf of the
corporation. He is personally known to me and did take an oath, this 3rd day of May 1999.

Robert L. Holland
NOTARY PUBLIC: Robert L Holland
My Commission Expires:

 Robert L Holland
My Commission CC811085
Expires February 21, 2003

SEVILLE CONDOMINIUM 14, INC.,
a Florida non-profit corporation

WITNESSES:

John G. Brady
John Brady, Unit Owner

Roger Estabrook
Roger Estabrook, Treasurer

By: Frances Jones, Pres.
Frances Jones, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Frances Jones as President of SEVILLE CONDOMINIUM 14, INC., a non-profit corporation, on behalf of the corporation. She is personally known to me and did take an oath, this 24th day of May 1999.

Robert L. Holland
NOTARY PUBLIC: Robert L Holland
My Commission Expires:

