HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC
SINCE 1959
A Licensed Real Estate Broker

PROPERTY INFORMATION PACKET

CLEARWATER INVESTMENT PROPERTY

location, location, location!

2 BD / 1 BA CONDO

RESERVE AUCTION

Opportunity is Knocking!

6:30PM • TUESDAY, OCTOBER 29TH 2024

1345 DREW STREET #1, CLEARWATER, FL 33577

Investors Dream!!

Immerse yourself in the vibrant Florida lifestyle with this irresistible ground floor condo in Clearwater, FL

Boasting 2 bedrooms, 1 bathroom, and 925± square feet of luxurious living space, this gem is nestled right across from the prestigious Clearwater Country Club. Imagine enjoying a perfect morning on the greens, just steps away from your home! Plus, revel in the convenience of nearby shopping centers, government buildings, and medical offices, catering to all your essential needs. Step inside and be captivated by the contemporary design that oozes sophistication and charm, showcasing a model-like appearance. Don't miss this incredible opportunity to live the dream - place your bid now and embrace the Florida lifestyle you've always desired!

Preview: *Schedule with Chris, 813-765-6057 OR Chris@BohrSellsHomes.com*

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M.E. Higgenbotham AU305 AB158

Live Real Estate Terms: 10% Deposit Due Day of Sale, Balance Due at Closing on or Before 30 Days, 10% Buyers Premium. **Online/App Bidding:** $5,000 Credit Card Authorization to Bid. Earnest money deposit to equal 10% due by 5:00pm Friday, November 1, via wire transfer. 10% Buyer's Premium. Remaining balance due at closing on or before 30 days. Disclosure: Buyers shall rely on their own information, judgment, and inspection of the property and records. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. All acreages, measurement, and other igures described in this brochure are approximate and therefore not necessarily to scale. All properties sold AS IS, WHERE IS. Not responsible for accidents or injuries. *Pre-auction offers are accepted. Subject to pre-auction sale, change or withdrawal without notice. M.E. Higgenbotham AU305 AB15

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Information Disclaimer

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all of the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation.

A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable.

Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.

AUCTION

6:30pm, Tuesday, October 29th

LOCATED JUST 4 MILES FROM CLEARWATER BEACH!

PROPERTY LOCATION: 1345 Drew St, Apt #1, Clearwater FL 33755

PROPERTY ID# 15-29-15-22468-000-00010

HOA DUES: $716.81 per month

TAXES: $ 2,433.28 (2023)

**BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

LIVE BIDDING TERMS

- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold "As-Is" without any further inspections or repairs.
- The cost of a new survey, if desired, will be paid by the Buyer.
- The buyer is responsible to pay the FL documentary stamps.
- Real estate taxes will be prorated to the day of closing.
- Registration is on-site the day of the auction with a valid driver's license.
- The buyer will be required to sign the purchase agreement immediately after the auction.
- 10% Buyer's Premium added to the bid price to create the contract purchase price.
- 10% deposit due day of sale. (Business or personal check)
- Closing is set for 30 days – there are no financing or inspection contingencies, or other delays allowed.

ONLINE BIDDING TERMS

- $5,000 Credit Card Authorization to Bid.
- Earnest money deposit of 10% due by Friday Nov. 1st by 5:00pm via wire transfer. 10% Buyer's Premium. Remaining balance due at closing on or before 30 days.
- Successful bidders not executing and returning their contract immediately following the auction and wiring the earnest money deposit in the time frame stated, will be considered in default. The purchaser is responsible for all wire transfer fees; instructions will be sent.

Angela Poole
HIGGENBOTHAM AUCTIONEERS
angie@higgenbotham.com
Office Fax: 863-644-6681
Cell: 863-944-1976

L4946579 1345 DREW ST, #1, CLEARWATER, FL 33755

County: Pinellas
Subdiv: DREW GARDEN APTS
Subdiv/Condo:
Beds: 2
Baths: 1/0
Pool: None
Property Style: Condominium
Lot Features:
Total Acreage:
Minimum Lease Period: 3 Months
Garage: No **Attch:** **Spcs:**
Garage/Parking Features:
Assigned Spcs:
New Construction: No
Property Condition:
Builder Name:
Builder License #:
Builder Model:
LP/SqFt: $102.70

Total Annual Assoc Fees:8,601.72
Average Monthly Fees:716.81
Home Warranty Y/N:

Status: Active
List Price: $95,000

Year Built: 1964
Special Sale: Auction
ADOM: 12
CDOM: 12

Pets: Cats OK
Max Times per Yr:
Carport: No **Spcs:**

Proj Comp Date:
Permit Number:

Heated Area: 925 SqFt / 86 SqM
Total Area: 925 SqFt / 86 SqM

Auction Property. ABSOLUTE AUCTION! Opportunity is Knocking! Investors Dream; a nice piece of the Florida Lifestyle on the Auction Block, this 2/1 Condo in Clearwater boasts location, location, location!!! Right across from the Clearwater Country Club and close to Shopping, Government Buildings, Hospital/Medical Offices and more...A contemporary look that shows like a model! This property will be sold by Auction on August 28th at 6:30pm. The auction will be held on-site. THE LIST PRICE IS ONLY TO COMPLY WITH THE MLS AND IS THE SUGGESTED OPENING BID. THE PROPERTY MAY SELL FOR MORE OR LESS THAN THIS PRICE. All measurements are approximate. Photos provided by seller. Successful bidders will be required to put 10% down day of sale. 10% Buyer's Premium. The remaining balance will be due at closing with closing on or before 30 days.

Recent: **08/01/2024 : NEW**

Land, Site, and Tax Information

Legal Desc: DREW GARDEN APTS NO. 1 CO-OP APT 1
SE/TP/RG: 15-29-15
Subdivision #:
Between US 1 & River:
Tax ID: 15-29-15-22468-000-0010
Taxes: $2,433
Auction Type: Absolute
Auction Firm/Website: Higgenbotham.com
Homestead: No **CDD:** No
AG Exemption YN:
Alt Key/Folio #: 29-15-15-22468-000-0010
Add Parcel: No **# of Parcels:**
Ownership: Co-op
SW Subd Condo#:
Flood Zone: AE
Floors in Unit/Home: One
Bldg Name/#: DREW GARDEN APTS
Book/Page: 0
MH Make:
Land Lease Y/N: No **Land Lease Fee:**
Planned Unit Dev:
Lot Dimensions:
Existing Lease/Tenant: Yes
Days Notice To Tenant If Not Renewing: 15 days
Water Frontage: No

Water Access: No
Water View: No
Addtl Water Info:

Zoning:
Future Land Use:
No Drive Beach:
Zoning Comp:
Tax Year: 2023
Property Access: Yes

Annual CDD Fee:

Additional Tax IDs:
Complex/Comm Name:
Development:
SW Subd Name:
Flood Zone Date: 08/24/2021
Floor #: 1
Total # of Floors: 2
Census Block:
MH Model:
Total Units:

Lot Size Acres: 0.53
Monthly Rental Amount: 1,800.00
Month To Month Or Weekly Y/N: No

Waterfront Ft: 0
Water Name:
Water Extras: No

Block/Parcel: 0

Front Exposure: North
Lot #: 1,2

Buyers Premium:10%
Other Exemptions:

Flood Zone Panel: 12103C0108J

Census Tract: 264.02
MH Width:

Lot Size: 22,908 SqFt / 2,128 SqM
End Date of Lease: 09/30/2024

Interior Information

A/C: Central Air
Heat/Fuel: Central
Heated Area Source: Public Records
Laundry Features: Other
Fireplace: No
Accessibility Features:
Utilities: Electricity Connected, Water Connected
Water: Public
Additional Rooms:
Interior Feat: Ceiling Fans(s), Living Room/Dining Room Combo
Appliances Incl: Electric Water Heater, Microwave, Range, Refrigerator
# of Wells:

Flooring Covering: Tile
Security Feat:
Total Area Source: Public Records
Window Features:
Furnishings: Furnished

Sewer: Public Sewer

# of Septics:

Room Type	Level	Approx Dim	Flooring	Closet Type	Features
Primary Bedroom	First	10x15	Tile	Built-in Closet	

Bedroom 2	First	9x12	Tile	Built-in Closet
Kitchen	First	8x9	Tile	
Living Room	First	18x21	Tile	
Balcony/Porch/Lanai	First	5x16		
Bathroom 1	First	5x8	Tile	

Exterior Information

Ext Construction: Block, Brick
Roof: Shingle
Foundation: Slab
Property Attached Y/N:
Garage Dim:
Property Description:
Basement:
Farm Type:
Architectural Style:
Barn Features:
Ext Features: Other
Other Equipment:
Other Structures:
Horse Amenities:
Patio And Porch Features:
# of Stalls:
 # Paddocks/Pastures:
Pool: None
Pool Dimensions:
Spa Y/N:
Pool Features:
Spa Features:
Vegetation:
Fencing:
View:
Road Surface Type: Concrete
Road Responsibility:

Green Features

Disaster Mitigation:
Green Water Features:
Indoor Air Quality:
Green Landscaping:
Green Energy Features:
Green Sustainability:
Green Energy Generation:
Solar Panel Ownership:

Community Information

HOA/Comm Assn YN: Yes
Condo Fee:
HOA Fee Requirement: Required
Condo Fee Schedule:
HOA Fee:717
Condo Land Included Y/N: No
HOA Payment Schedule: Monthly
Monthly Condo Fee Amount:
Monthly HOA Amount:716.81
Monthly Maint Fee (in Addn to HOA):0
Other Fees :
Other Fee Schedule:
Assn/Manager Name: Murray C. McGilveary
Assn/Manager Email: associations@ensuvi.com
Assn/Manager Phone:1.844.436.7884
Assn/Manager URL:
Master Assn/Name: No
Master Assn Fee:
Master Assn Ph:
Community Features: None
Association Amenities:
Comm/Assoc Water Feat:
Fee Includes: Escrow Reserves Fund, Maintenance Exterior, Maintenance Grounds, Maintenance Repairs, Sewer, Trash, Water
Amenities w/Addnl Fees:
Housing for Older Per: No
FCHR Website Y/N:
Affidavit:
Elementary School:
Expire/Renewal Date:
Middle School:
Pet Restrictions:
High School:
# of Pets:
Building Elevator Y/N: No
Max Pet Wt:
Pet Size:
Management:
Can Property be Leased: Yes
Additional Lease Restrictions: Please check with HOA/Management company for details, pretty simple process.
Association Approval Required: Yes
Approval Process: Submit the app, and the management company will approve.
Minimum Lease Period:3 Months
Maximum Times Per Year:
Years of Ownership Prior to Leasing Required: No
Lease Restrictions: Yes
Number of Ownership Years Prior to Lease: 0

Realtor Information

List Agent: Christopher Bohr
List Agent ID: 260043170
List Agent Direct: 813-765-6057
List Agent E-mail: chris@bohrsellshomes.com
List Agent Fax: 863-647-9373
List Agent Cell: 813-765-6057
List 2 Agent: Marty Higgenbotham
List Agent 2 ID: 265502022
List Agent 2 Phone: 863-640-6890
List Agent 2 Email: marty@higgenbotham.com
Call Center #:
List Office: HIGGENBOTHAM AUCTIONEERS
List Office ID: 265500290
Original Price: $95,000
List Office Fax: 863-647-9373
List Office Phone: 863-644-6681
List Office 2: HIGGENBOTHAM AUCTIONEERS
List Office 2 ID: 265500290
On Market Date: 08/01/2024
LP/SqFt: $102.70
Listing Service Type: Full Service
Listing Type: Exclusive Right To Sell
Representation: Seller Represented
Possession:
Owner: ANDREA PIRRAGLIA
Owner Phone:
Financing Avail: Cash, Conventional
Occupant Type: Tenant
Inter Office Info:
Realtor Info: As-Is
Seller Concession Y/N: No
Concession Type:
Concession in Price:
Concession Comments:
Confidential Info:
Disclosures:
Showing Instructions: Appointment Only
Showing Considerations: No Lockbox, See Remarks
Driving Directions: From US Hwy 19 heading south get off on the Drew Street/SR 60 Exit and take Drew Street to the Complex.
Realtor Remarks: Currently leased - see instructions. A preview will be held prior to the Sale. WE ARE Offering Broker Participation, must register client 48 hours prior to the auction. Go to higgenbotham.com for complete details. Property being sold subject to auction terms and conditions. Pre-auction offers accepted. Subject to pre-auction sale, change or withdrawal without notice. These photos are provided by the seller. The property is occupied by the very positive tenants and when their schedules permit we will update the photos. Current lease may or may not be extended.

Seller's Preferred Closing Agent

Closing Agent Name:
Email:
Address: , Florida
Closing Company Name:

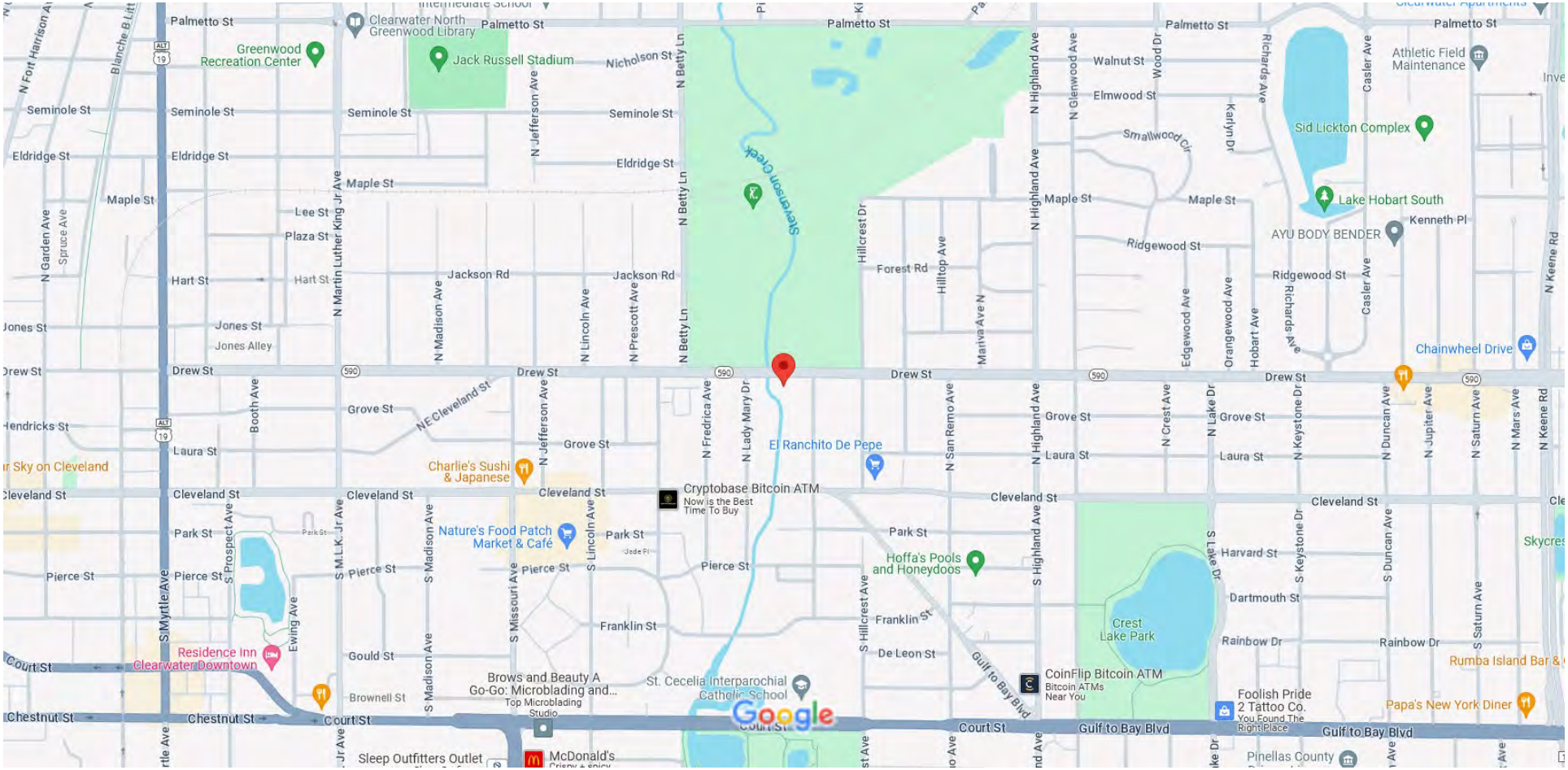
Phone:
Fax:

Accessibility Issues?

We want this website to be accessible to everyone. If you experience any accessibility problems using the website, please contact our ADA support hotline at **844-209-0134** to report the issue and for assistance getting the information you need.

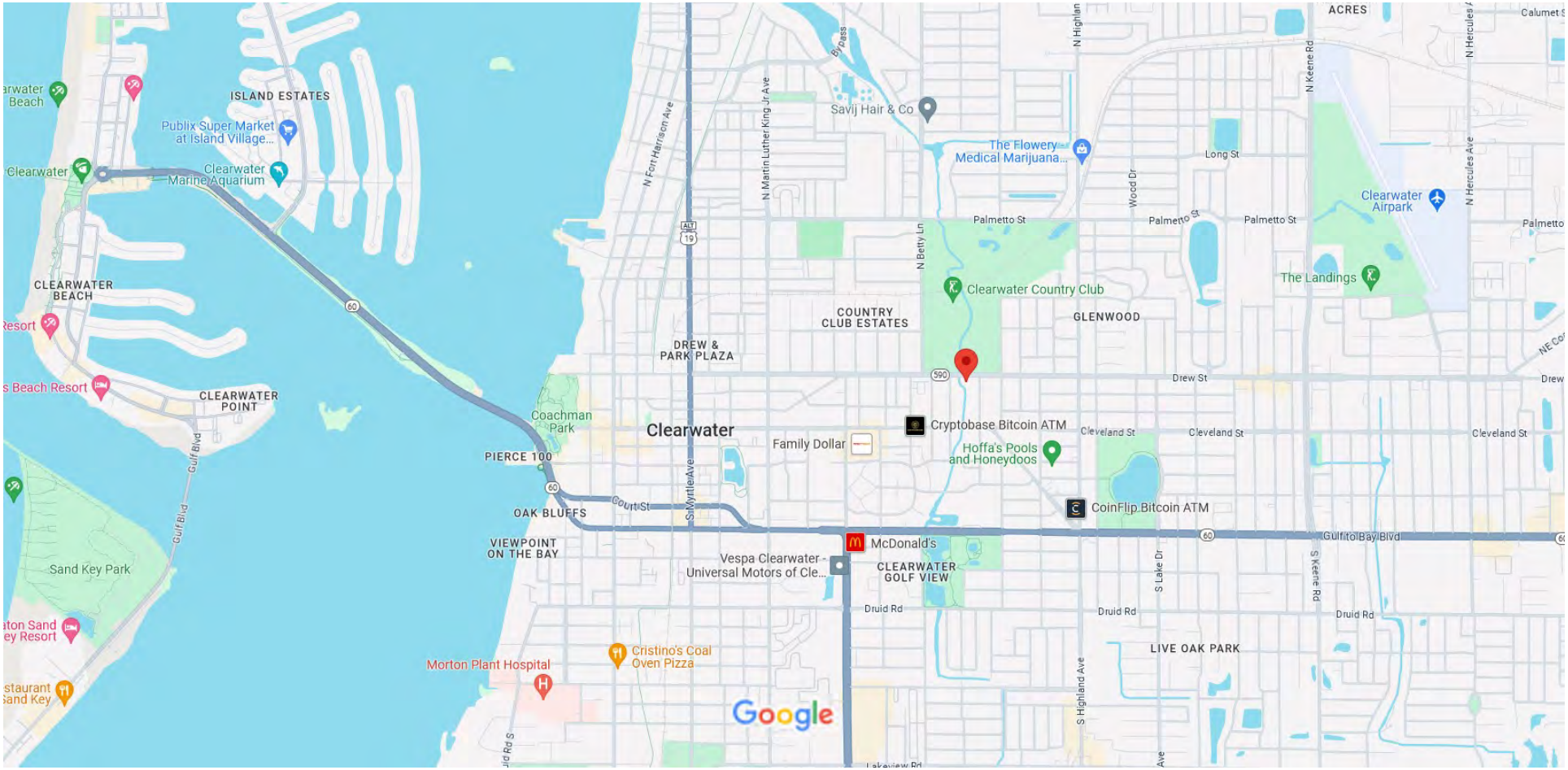
Angela Poole | HIGGENBOTHAM AUCTIONEERS | angie@higgenbotham.com

Google Maps 1345 Drew St

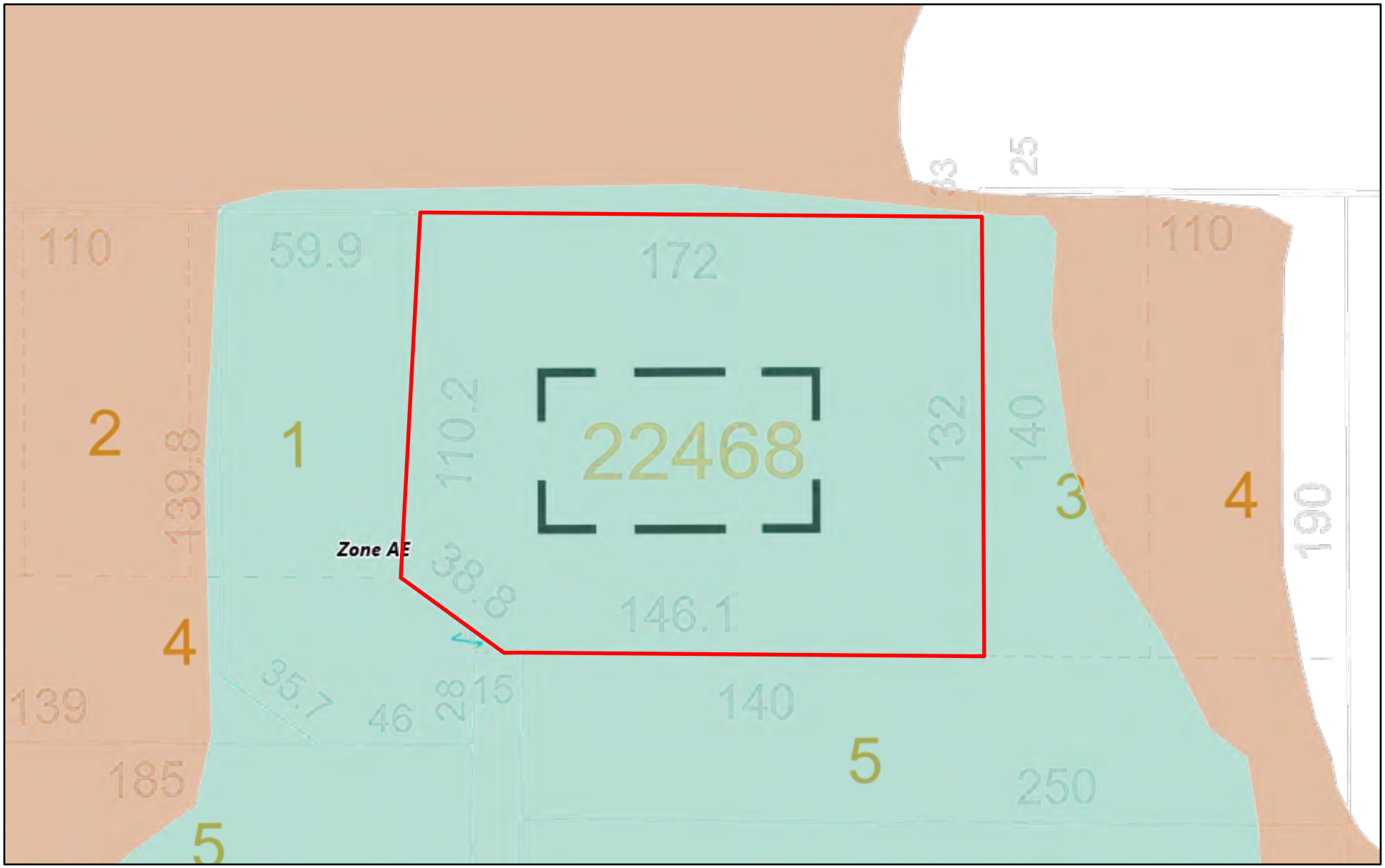


Map data ©2024 Google 500 ft

Google Maps 1345 Drew St



Flood Map



8/13/2024

1:564

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

Pinellas County Property Appraiser

CO-OPERATIVE APARTMENT PROPRIETARY LEASE,

CERTIFICATE OF INCORPORATION

and

BY-LAWS

Annotated

For Apartment No. ____

Drew Garden Apartments, Inc.

1964 – A not-for-profit Florida Corporation

1345 Drew Street

Clearwater, FL 33755-5115

Co-Operative Apartment Proprietary Lease

For Apartment No. _____

THIS CONTRACT made the _____ day of _____, A.D., 19____, between DREW GARDEN APARTMENTS, INC., a Florida corporation (*hereinafter called the "Co-operative"*) and

_____,

a resident member of such Co-operative *(hereinafter called the "Member"),*

WITNESSETH:

That the Co-operative and the Member do mutually agree as follows:

1. Subject to all the terms and conditions herein contained, the Co-operative hereby transfers and conveys to the Member, and the Member hereby accepts the right of use and enjoyment of Apartment No. _____ *(hereinafter referred to as the "Apartment"),* in the apartment building known as *"DREW GARDEN APARTMENTS"*, located at 1345 Drew Street, Clearwater, Florida, legally described as follows:

> Lots 1 and 2, Block A, FAIRVIEW ADDITION, as Recorded in Plat Book 5, page 85, of the Public Records of Pinellas County, Florida, less the North 8.0 feet thereof; and also, the East 46.0 feet of Lots 1 and 4, Block 1, BROOKWOOD TERRACE, as Recorded in Plat Book 8, page 34, of the Public Records Of Pinellas County, Florida, less the south 26.75 feet of said Lot 4;

together with the right of ownership, use and enjoyment, in common with the other members, of the other and common property of the Co-operative, not specifically included in, and grated to, the other members in their respective apartments, and except as herein limited and restricted.

2. (a) Membership in the Co-operative shall be limited to owners of the Co-operative Apartment Proprietary Leases *(hereinafter referred to as "LEASES").* A separate lease shall be issued for each apartment unit, shall constitute a single membership, and shall entitle the holder or holders thereof to one vote in the management of the affairs of the Co-operative.

(b) Membership may be either *"resident"* or *special".* Any natural person owning a lease shall be deemed a resident member, and resident membership shall carry with it full voting rights. Any person, trustee, firm or corporation owning a Lease without occupancy rights having been granted by the Board of Directors shall be deemed a special member, and special membership shall carry with it the right to vote with resident members on matters pertaining to any amendment to the Certificate of Incorporation, the purchase of the leased property, the sale or mortgage of corporate property, or the dissolution of the corporation. No other voting rights are accorded special members.

(c.) The first holder or holders of the Co-operative Apartment Proprietary Leases, whether a person,

trustee, firm or corporation, shall be deemed to be resident members with occupancy rights, and shall be entitled to full voting rights without regard to any provisions recited in the Lease.

3. For the purpose of determining the basis for distribution to the members in the event of the sale of the entire corporate property, or upon dissolution of the Co-operative, an assigned capital value for the entire property has been fixed by the Co-operative at $134,000.00. Of which $_____ is hereby allocated as the assigned capital value of the lease.

4 (a) The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership and operation of the corporate property, including the establishment and maintenance of operating funds, payment of all necessary expenses, and payment for any items of betterment. The total annual requirements, though separately determined as to items, shall be assessed as a single sum against all apartments, and prorated thereto on the basis of 7.16% of total to each of the three two bedroom apartments, and 6.04% of total to each of the thirteen one bedroom apartments. Said assessments shall be payable either monthly or quarterly, as determined by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The Board shall have the power to impose reasonable fines against any member who shall not pay the aforesaid regular and/or special assessments within five days after the times that should be stipulated for payment thereof. The Member agrees to promptly pay when due the regular and/or special assessments assessed against his/her own apartment. No member shall be personally liable for corporate debts to any extent whatever.

(b) The Co-operative has assumed *(or will assume)* a mortgage on the above described property in the face amount of $111,500.00, with an outstanding balance of $111,500.00, said mortgage dated the 23rd day of January, A.D., 1964, and recorded in Official Records Book 1852, page 130, of the Public Records of Pinellas County, Florida. The Board of Directors, in addition to the assessments provided for in paragraph 50 of the By-Laws of the Co-operative, shall assess and collect from each member his/her prorata share of the monthly mortgage payment attributable to principal and interest, which shall be 8.0717% of total per apartment as to the three two-bedroom apartments, and 5.82% of total per apartment as to the thirteen one-bedroom apartments. Non payment for the prorata share of the mortgage indebtedness by an apartment holder shall be considered a default the same as non payment of assessments provided for in paragraph 50 of said By-Laws. In the event of a prepayment by the owner of an apartment of his/her respective assigned share of the above described mortgage, all as provided in paragraph 51 of the By-Laws of the corporation, said Member shall no longer be assessed in connection with the payment of said mortgage.

5. The Member, so long as he/she shall comply with the terms and conditions hereof, shall peacefully enjoy the exclusive use of the Apartment, and, in common with others similarly entitled, shall have the use and enjoyment of all community property of the Co-operative. In the interest of the common welfare of all members of the Co-operative, the Member expressly agrees as follows:

(a) That the Apartment shall be used only as a private residence for the use of the Member, his family, guests, and servants, and/or his approved tenant or transferee.

(b) That he/she will keep the interior of the Apartment in good order and repair at his/her cost and expense, and will make no structural changes, or fixtures or equipment substitutions without prior approval of the Co-operative.

(c) That he will not use the Apartment, or permit the same to be used, for any disorderly or unlawful purpose, and that he/she and all other occupants of the Apartment will at all times conduct themselves in a quiet and orderly manner to preserve the highest standards requisite to the operation of a first class apartment house.

(d) That he/she will not lease the Apartment, or transfer the use or possession thereof, without

the written consent of the Co-operative, and any approved leasing shall be on a standard contract form prepared and furnished by the Co-operative.

(e) No member, or approved lessee of a member's Apartment, shall permit any child under the age of sixteen years to reside in any of the apartments except as otherwise provided herein.

(f) No one bedroom apartment in the Co-operative shall be permanently occupied by more than two individuals, and no two bedroom apartment shall be permanently occupied by more than four individuals, except as otherwise provided herein.

(g) Members, or members' approved sub-lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six month period, or a maximum of six weeks in any twelve month period; provided that at no time shall any one bedroom apartment be occupied by more than five individuals, nor any two bedroom apartment by more than six individuals.

(h) No pets shall be permitted in any of the apartments, or on the Co-operative property, other than birds, such as canaries or parakeets; and fish, such as gold fish and tropical varieties; provided that neither is raised for commercial purposes. No dogs, cats, or other pets shall be permitted.

(I) That he/she will observe and abide by the provisions of this Lease, the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Co-operative, as now or hereafter constituted, and will abide by all rules and regulations of the Southeastern Association of Underwriters for the prevention of fire.

6. In the event of the sale or transfer by the Member of this Proprietary Lease, whether voluntary or involuntary *(excepting, however, transfers by way of pledge only, or in trust with occupancy rights retained by the Member)*, and upon due notice to the Co-operative of said sale or transfer, all occupancy rights of the Member, and those in possession by virtue of his/her prior ownership, shall thereupon cease and terminate, and the assignee or transferee shall be deemed owner of this Lease but without right of occupancy unless and until the same be duly granted by the Co-operative. Unless and until such approval has been obtained, the Assignee or Transferee shall be deemed a special member of the Co-operative so long as he/she shall pay the regular and/or special assessments required under the Lease, and comply with its provisions. Subject to the same limitations imposed on resident members, the right of leasing said apartment shall be permitted special members. Approval of the right of occupancy shall not be denied any assignee or transferee who, at the time of such transfer or sale *(or at the death of a resident member, if the transfer results from his/her death)*, is or was the resident member's lawful spouse or related to him by blood within the second degree.

7. The Co-operative agrees that, to the limit of its resources, it will 1) provide a high standard of management, 2) pay all taxes and assessments levied against the property of the co-operative, 3) adequately insure all the property of the Co-operative against fire, extended coverage, and public liability, together with such other coverages as may be voted on by the members, or as required under the terms of the 99 year lease assigned to the Co-operative, or by law, 4) set up reasonable operating and maintenance reserves, 5) maintain the property of the Co-operative, other than members' respective apartments, in good repair, 6) pay the mortgage payments when due, and 7) generally do and perform all other acts reasonably required to ensure the sound operation of the Co-operative and to protect the investment of its members.

8. The Co-operative agrees that it will not sell, lease, exchange or mortgage its property as an entirety without the approval, by vote or written consent, of three-fourths of all its members, both resident and special, obtained in accordance with the requirements of its Certificate of Incorporation and By-Laws.

9. In the event of the sale of the apartment building, whether occasioned by voluntary or involuntary

disposition thereof, or in the event of the dissolution or liquidation of the Co-operative, all members, resident or special, having valid leases then outstanding, shall be entitled to share in the net proceeds of the sale, and in any other property or assets authorized to be distributed. Each member shall be entitled to receive as his/her share of the distributable assets, the same proportion thereof as the then capital value his Lease bears to the then assigned capital value of the Co-operative, less any sums which the Member may then owe the Co-operative, including any arrearage of regular and/or special assessments. Unless otherwise voted by the members, the Directors then in office shall serve as trustees for the Co-operative and the members in the division of all distributable assets. Upon any such sale, dissolution, or liquidation, as aforesaid, the receipt by the Member of his share of the distributable assets, as aforesaid, the member shall surrender to the Co-operative his Lease, together with all his/her rights thereunder.

10. (a) In the event of default by a member, resident or special, in the payment of any sums, charges or assessments required to be paid under the Lease, or the By-Laws of the Co-operative, the Co-operative may, by direction of its Board of Directors, give written notice to the Member in the manner provided for herein and in said By-Laws, that unless said default be cured within the twenty days from the date of such notice , that the Lease will be terminated and canceled. If such default be not cured within the twenty day notice period aforesaid, the Co-operative may then declare the Proprietary Lease as terminated for non-payment of any such sums, charges or assessments, declare the Member to be a tenant at sufferance, and offer for sale a substitute Lease for the apartment at an amount determined by the Board of Directors to be its fair market value. On disposal of the substitute Lease, the proceeds of the sale shall be paid by the Co-operative to the member after deducting therefrom the following items, in the order listed:

1) Expense of sale, including reasonable brokerage commission, if any
2) Any costs or expenses incurred by the Co-operative in evicting the member from the apartment, if said member should have refused to voluntarily vacate in accordance with the terms of the Lease.
3) The amount required for repair of damage, if any to the apartment other than ordinary wear and tear arising out of conditions of normal use and care.
4) The amount of any balance due any registered pledgee of the Lease, if any.
5) Any amounts due the Co-operative by virtue of any unpaid assessments or charges accrued to the date of sale of said substitute Lease.

(b) In the event of violation by the Member of any of the provisions of this Lease, or of the Certificate of Incorporation, or of the By-Laws, or of the Rules and Regulations of the Co-operative, as now or hereafter constituted, the Co-operative may, by direction of its Board of Directors, give notice to the Member in the manner provided for by the By-Laws of the Co-operative to correct and cure such violation within twenty days of the date of said notice; or if the violation shall be persistently renewed, the Board of Directors may then, in such event, elect either to cancel and terminate the Member's right of occupancy, or to terminate and cancel the Lease. If the Board of Directors should elect to terminate the Member's right of occupancy, such member shall then be treated and considered as a tenant at sufferance, and such member agrees to promptly quit and surrender the occupancy of said Apartment, and thereafter shall become a special member; if the Board of Directors should instead elect to terminate the Lease upon expiration of said twenty day notice period, the Member shall thereafter be treated and considered as a tenant at sufferance, and agrees to promptly quit and surrender occupancy of said Apartment, and the Board of Directors shall offer for sale a substitute Lease upon the same terms and conditions, and in the same manner as in the case where a member's default was for non-payment of any sums, charges, or assessments required to be paid under this Lease, as hereinbefore set forth in paragraph 10(a) hereof.

11. In the event of termination of this Lease, or termination of the occupancy rights thereunder, the Member, or any other person or persons in possession by or through the right of the Member, shall thereafter be considered and treated as a tenant at sufferance, and shall promptly quit and surrender the Apartment to the Co-operative in good repair, ordinary wear and tear and damage by fire or other causality expected, and the Co-operative shall have the right to re-enter and repossess the Apartment. In the event that the member, or any other person or persons in possession o the apartment upon the termination of the Lease, or the occupancy rights

thereunder, as aforesaid, the Co-operative may bring such action or actions as may be necessary under the Laws of the State of Florida to effect an eviction of said member, or other person or persons, and regain possession of the Apartment. In this connection, it is mutually agreed that the provisions of Chapters 82 and 83 of the Florida Statutes shall be applicable to any eviction proceedings hereunder. Should it be necessary for the Co-operative to institute legal proceedings in order to regain possession of said Apartment, the Member agrees to pay all court costs and reasonable attorneys' fees incurred by the Co-operative in connection therewith.

12. It is mutually agreed that this contract is subject to, and the Co-operative and the Member hereby agree to consult and abide by the provision of the Certificate of Incorporation, By-Laws, Rules and Regulations (now existing or hereafter adopted) and the Rules and Regulations (now existing or hereafter established) of the Co-operative, which said Certificate of Incorporation, By-Laws, Rules and Regulations are hereby expressly referred to and made a part hereof. The Member and Co-operative agree to consult, abide by, and obey all such Rules and Regulations so established, and the Member shall require that the same be faithfully observed by family, guests, employees and tenants.

13. (a) The waiver of a breach of any covenant or agreement herein contained shall not be construed as a waiver of the covenant, condition or agreement itself, nor any subsequent breach thereof, nor affect the validity of this Lease.

(b) Any notice by the Co-operative to a member shall be deemed to have been duly given, and any demand by the Co-operative upon a member shall be deemed to have been duly made, if the same is delivered to the member at the Apartment, or to the member's last known address. Any notice or demand by a member of the Co-operative shall be deemed to have been duly given if delivered to an officer of the Co-operative. All such notices and demands shall be in writing.

© In the construction of this Lease words relating to the number and gender of the parties shall be read according to the real number and gender of said parties.

(d) If any clause or covenant herein contained shall be judged invalid, the same shall not affect the validity of the other clauses or covenants of this Lease, or of the Lease itself, or constitute any cause of action in favor of either party as against the other. Any rights and remedies herein given the Co-operative and a member shall be in addition to any and all rights and remedies provided by Law; and the Co-operative and the Member shall specifically have the right to prevent or enjoin any breach or threatened breach by the Member of the Co-operative of any of the covenants and provisions herein contained. All remedies provided for shall be cumulative.

(e) This Lease shall be binding upon, and inure to the benefit of respectively. The Co-operative and its successors and assigns, and the Member, his/her executors, administrators, legal representatives, and assigns, subject to the conditions and limitations herein specified.

14. The Co-operative shall maintain a suitable register for the recording of pledged Leases. Any pledgee of a Lease may, but is not obliged to, notify the Co-operative of the pledge, and the terms thereof, furnishing the Secretary of the Co-operative with such information as may be required by the Board of Directors. In the event notice of default is given any member under the applicable provisions of the By-Laws, a copy of such notice shall likewise be mailed to the registered pledgee. In addition, in the event of the sale or mortgaging by the Co-operative of its assets, and prior to any distribution of the proceeds thereof to the members, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the Co-operative with respect to such registration of pledged Leases.

15. The Member hereby agrees that any and all of his/her rights hereunder in all respects shall be, and the same are, hereby subject to the existing 99 year lease of which the Co-operative is the lessee, the mortgage assumed by the Co-operative described in paragraph 4(b) hereof, or any such indebtedness which shall hereafter be

placed thereon by the Co-operative as permitted by Article III of the Certificate of Incorporation.

IN WITNESS WHEREOF, on the day and year first hereinbefore written, DREW GARDEN APARTMENTS, INC. Has cause these presents to be signed in its corporate name by its President, and its corporate seal to be hereunto affixed, attested by its Secretary; and the Member has hereunto set his hand and seal.

DREW GARDEN APARTMENTS, INC.

By:_____
President

Attest:

_____ _____
Secretary *Date*

(Corporate Seal) Witnesses as to Member:

_____ _____
(Seal)

_____ _____
(Seal)

Member's Address:

_____

_____

Certificate of Incorporation

ARTICLE I.

Name of the Corporation

The name of the corporation is DREW GARDEN APARTMENTS, INC.

ARTICLE II.

Location of Offices

The principal place of business of this corporation shall be located in Clearwater, Pinellas County, Florida.

ARTICLE III.

Purpose of the Corporation

The purpose or purposes for which this corporation is organized are as follows:

A. To purchase, lease or otherwise acquire, operate and manage a single housing project on a non-profit basis, and in the interest and for the housing of its members and other lawful occupants.

B. To lease the apartments in the housing project to its members under leases commonly known as Proprietary Leases.

C. In furtherance of the foregoing purposes, the corporation shall have the power to purchase, lease, or otherwise acquire, land, both improved and unimproved, and to construct, or cause to be constructed, and locate or purchase, an apartment building and facilities thereon; to manage such property, and to do any and all other things necessary or convenient for the fulfillment of the purposes of this corporation.

D. To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

E. To borrow or raise moneys for any of the purposes of the corporation and from time to time, without limit as to amount, ro draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidence of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

F. The foregoing objects and purposes shall, except when otherwise expressed, be in no way limited to or restricted by reference to, or inference from the terms of any other clause of this or any other Articles of this Certificate of Incorporation, or of any amendment thereto, and shall be regarded as independent, and construed as powers as well as objects and purposes.

G. The corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to, or conferred upon, corporations of a similar character by the Laws of the State of Florida, now or

hereafter in force, and to do any and all of the things herein above set forth to the same extent as natural persons might or could do.

ARTICLE IV.

Type of Corporate Organization

This corporation shall be organized without capital stock. Membership in the corporation shall be allocated to owners of the Apartment Proprietary Leases issued by the corporation, and the transfer thereof shall be upon such terms and conditions as shall be provided in the By-Laws.

ARTICLE V.

Duration

The corporation shall have perpetual existence.

ARTICLE VI.

Organizing Membership

The names and residences of the subscribers are as follows:

NAMES	RESIDENCES
SAMUEL FUERSTENBERG	2295 N. Overbrook Avenue, Largo Florida
BLANCHE T. LORENCE	103 N.Herculese Avenue, Clearwater, Florida
ANICE L. PROESTOS	P.O. Box 336, Tarpon Springs, Florida

ARTICLE VII.

Organizing Officers

The names of the officers who shall manage the affairs of the corporation, and who are to serve until the first election to be held on September 15, 1964, are as follows:

NAMES	OFFICES
SAMUEL FUERSTENBERG	President
BLANCHE T. LORENCE	Vice President
ANICE L. PROESTOS	Secretary-Treasurer

ARTICLE VIII.

Organizing Board of Directors

The names and Post Office addresses of the first Board of Directors, who are to serve until the first annual meeting of this corporation, are as follows:

NAMES	ADDRESSES
SAMUEL FUERSTENBERG	2295 N.Overbrook Avenue, Largo, Florida
BLANCHE T. LORENCE	103 N.Herculese Avenue, Clearwater, Florida
ANICE L. PROESTOS	P,.O. Box 336, Tarpon Springs, Florida

ARTICLE IX.

Board of Directors Management

The management of the affairs of the corporation shall be conducted by the Board of Directors in accord with the requirements of the By-Laws. The Board of Directors shall have the power and authority to make, alter and amend the By-Laws of the corporation at any time prior to the holding of the first annual meeting, or when the corporation assumes title to the housing project by purchase or lease, whichever event shall first occur; thereafter the power and authority to make, alter and amend the By-Laws shall rest in the membership on such terms and with such delegated rights in the Directors as shall be expressly stated in the By-Laws.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

A. To set apart out of any funds of the corporation a reserve or reserves for any proper purpose, and to abolish any such reserve in the manner in which it was created.

B. When and as authorized by the affirmative vote of three-fourths of the entire membership given at a meeting of the members duly called for that purpose, or when authorized by written consent of three-fourths of the entire membership, to sell, purchase, lease or exchange or mortgage all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration as its Board of Directors shall deem expedient and for the best interests of the corporation.

ARTICLE X.

Power to Amend the Certificate of Incorporation

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation; it being provided, however, that said reserved right to amend, alter, change or repeal may be exercised only with the approval of three-fourths of the entire membership obtained by written consent or at a meeting called for such purpose.

ARTICLE XI.

Power to Set Stated Capital

The Board of Directors shall provide in the By-Laws of the corporation for a stated amount of capital to be allocated to each of the apartments located in the corporation's housing project, and the total of said stated amount shall constitute the capital of the corporation. The stated capital allocated to each apartment cannot be changed (except as provided in the By-Laws) by amending the By-Laws or this Certificate of Incorporation, anything contained herein to the contrary notwithstanding.

ARTICLE XII.

Establishment of By-Laws

The By-Laws of the Corporation are to be made by the Board of Directors and shall only be altered, rescinded or amended with the approval of three-fourths or the entire membership obtained by written consent, or at a meeting called for such purpose.

ARTICLE XIII.

Special Provisions of this Corporation

Special provisions for the regulation of this corporation, in furtherance and not in limitation of the powers conferred by the statutes of the State of Florida, are as follows;

A. No contract or other transaction between the corporation and any other corporation shall be affected by the fact that the directors of the corporation are interested in, or are directors or officers of, such other corporations; and any director, individually, may be a party to, or may be interested in, any contract or transaction of the corporation. No contract or transaction of the corporation with any person or persons, firm or association, shall be affected by the fact that any director or directors of the corporation may be a party or parties to, or interested in, any contract or transaction with such person or persons, firm or association; provided that the interest in any such transaction or other contract of any such director shall be fully disclosed; and each any every person who may become a director of the corporation is hereby relieved of any liability which would otherwise exist from contracting with the corporation for the benefit of himself or any firms, associations or corporations in which he may in any wise be interested, so long as he has acted in good faith.

B. Any person made a party to any actions, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director, officer or employee of the corporation, or of any corporation which he served as such at the request of the corporation, shall be indemnified by the corporation against reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such officer, director or employee is liable for negligence or misconduct in the performance of his duties.

C. If the corporation assumes title to the housing project by purchase or lease prior to the annual meeting, to-wit: September 15, 1964, then notwithstanding the provisions of Articles VII and VIII hereof, members of the corporation may hold a meeting for the purpose of electing new directors, and the directors when elected (which shall not be less than three or more than five) shall elect its officers from the directors. The officers and directors of the corporation shall then serve until the next annual meeting, or until their successors have been duly elected.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation, de hereby certify that the foregoing constitutes the charter of Drew Garden Apartments, Inc., and we hereby declared and certify the facts herein stated are true.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 14th day of January, A.D., 1964.

/s/ Anice L. Proestos *(Seal)*
/s/ Blanche T. Lorence *(Seal)*
/s/ Samuel Fuerstenberg *(Seal)*

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 14th day of January, A.D., 1964, personally came and appeared before me, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, ANICE L. PROESTOS, BLANCHE T. LORENCE and SAMUEL FUERSTENBERG, all to me known to be the persons described in, and who severally acknowledge to me that they executed, the foregoing Certificate of Incorporation as their free and voluntary act and deed, and for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

/s/ Jeanne B. Hair
Notary Public, State of Florida at Large
My commission Expires Jan. 19 1966

(Notary Seal)

Drew Garden Apartments, Inc.
Clearwater, FL

By-Laws

OFFICES

1. The principal office of the corporation shall be in the City of Clearwater, County of Pinellas, State of Florida.

MEMBER'S MEETINGS

2. ***Place of Meetings.*** All meetings shall be held in the office of the corporation in the City of Clearwater, Florida, or may, if the Board of Directors shall so decide, be held at such other place within Pinellas County, Florida, as shall be determined by the Board.

3. ***Annual Meetings .*** An annual meeting of members, commencing with the year 1964, shall be held on the 15th day of September in each year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 8:00 o'clock, P.M., at which the members shall elect, by plurality of vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

4. ***Notice of Meeting.*** Written notice of the annual meeting shall be served upon, mailed to, each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten days prior to the meeting.

5. ***Notice of All Eligible to Vote.*** At least ten days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be open at the place where the election is to be held for said ten days, to the examination of any member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any member who may be present.

6. ***Calling Special Meetings.*** Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute of by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of five members. Such request shall state the purpose or purposes of the proposed meeting.

7. ***Written Notice of Special Member Meetings.*** Written notice of a special meeting of the members, stating the time, place and object of such meeting, and the specific action to be taken thereat, shall be served upon, or mailed to, each member entitles to vote thereat, at such address as appears on the books of the corporation, at least five days before such meeting.

8. ***Limitation to Special Meetings.*** Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

9. ***Constitution of a Quorum of All Members Meetings.*** Fifty percent of the total number of the members of the corporation, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by

the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

10. ***Majority Vote.*** When a quorum is present at any meeting, the vote of a majority of the members present in person, or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statute, or of the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision in question.

11. ***Voting: In Person, By Proxy.*** At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

12. ***Special Provision: Consent in Writing.*** Whenever the vote of members at a meeting is required or permitted by provisions of statute, or by the Certificate of Incorporation or by these By-Laws, to be taken in connection with any corporate action, the meeting and vote of the members may be dispensed with, if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporate action being taken.

DIRECTORS

13. ***Number of Directors.*** The number of directors which shall constitute the whole board shall not be less than three nor more than five. Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be resident members. The initial Board of Directors shall serve until the first annual meeting of members, or until their respective successors are chosen or qualify. Until the first annual meeting of members, the Board of Directors, if less than five, may appoint additional directors from among the resident members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve until the next annual meeting of the members and/or until his successor shall be elected and shall qualify.

14. ***Place for Directors Meetings.*** The directors may hold their meetings and keep the books of the corporation in the City of Clearwater, Florida, or at such other place within Pinellas County, Florida, as they may from time to time determine.

15. ***Filling Vacancy in the Board.*** If the office of one or more of the directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

16. ***Removal of Directors.*** Directors may be removed for cause by an affirmative vote of a majority of members. No director shall continue to serve on the board if, during his term of office, his ownership contract shall be terminated for any reason whatsoever; or if, during such term, his status as a resident member shall be changed to that of special member.

17. ***Corporate Affairs Managed by Board of Directors.*** The property and business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation, and

do all such lawful acts and things as are not by statute, or by the Certificate of Incorporation, or by these By-Laws, directed or required to be exercised or done by the members.

18. ***Salaries.*** The salaries of all employees and agents of the corporation shall be fixed by the Board of Directors, excepting that the salaries for the directors for services other than as such shall be fixed by members, as provided in succeeding paragraph 21.

EXECUTIVE COMMITTEE

19. ***Executive Committee.*** The Board of Directors may, by resolution passed by a majority of the whole board, designate an executive committee to consist of three or more of the directors of the corporation, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have the power to authorize the seal of the corporation to be affixed on all papers which may require it, provided the said resolution shall so provide.

20. ***Records of Executive Committee Actions.*** The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required.

COMPENSATION OF DIRECTORS

21. ***Salaries.*** Directors, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any directors from serving the corporation in any other capacity and receiving compensation thereof. The salaries for directors for services other than as such shall be fixed by the members.

MEETINGS OF THE BOARD

22. ***First Meeting.*** The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall be present, or as soon thereafter as may be practicable.

23. ***Regular Meetings.*** Regular meetings of the Board may be held without notice, at such time and place within the City of Clearwater, Florida, or at such other place within Pinellas County, Florida, as shall be determined from time to time by the Board.

24. ***Calling Special Meetings.*** Special meetings of the Board may be called by the President on five days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice, on the written request of two directors.

25. ***Majority Establishes a Quorum.*** At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, or by the Certificate of Incorporation, or by these By-Laws. If a quorum shall not be present at any meeting of the directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

NOTICES

26. ***Validity of Notices.*** Whenever under the provisions of the statute, or of the Certificate of Incorporation, or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail by depositing the same in a Post Office or

letter box, in a post-paid sealed wrapper, addressed to such director or member at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time that the same shall be thus mailed.

27. ***Waiver for a Notice.*** Whenever such notice is required to be given under the provisions of the statute, or of the Certificate of Incorporation, or of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

OFFICERS

28. ***Officers Chosen by Board of Directors.*** The officers of the corporation shall be chosen by the directors and shall be President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more assistant Secretaries, and Assistant Treasurers. Two or more offices may be held by the same person, except that the offices of the President and Secretary cannot be held by the same person.

29. ***Agenda of First Board of Directors Meeting.*** The Board of Directors at its first meeting after each annual meeting of members shall choose a President, and one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be members of the Board.

30. ***Power to Appoint Other Officers.*** The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms, and shall exercise such powers, and perform such duties as shall be determined from time to time by the board.

31. ***Appointment & Removal of Officers.*** The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of the majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

PRESIDENT

32. ***Role and Authority.*** The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

33. ***Acts in the Name of the Corporation.*** He shall execute all documents and contracts requiring a seal of the corporation, except where the same are required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

VICE PRESIDENTS

34. ***Role and Authority.*** The Vice Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

SECRETARY and ASSISTANT SECRETARIES

35. ***Role and Authority.*** The Secretary shall attend all sessions of the Board and all meetings of the members, and record all votes and the minutes of all proceedings, in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings to the members, and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an assistant Secretary.

36., ***Assistant Secretary.*** Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Directors may prescribe.

TREASURER and ASSISTANT TREASURERS

37. ***Role and Authority.*** The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts or receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name, and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

38. ***Disbursement of Funds.*** He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the

FISCAL YEAR

43. ***Fiscal Year.*** The corporation shall operate upon the calendar year beginning on the 1st of January and ending on the 31st of December of each year. The Board of Directors is expressly authorized to change from calendar year basis to that of a fiscal year basis whenever deemed expedient and for the best interests of the corporation.

SEAL

44. ***The Corporate Seal.*** The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization, and the words ***"A Corporation Not For Profit - Florida"***. Said seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or reproduced, or otherwise.

MEMBERSHIP

45. ***Constitution of Membership.*** Membership in the corporation shall be limited to owners of Co-operative Proprietary Leases issued by the corporation, and herein referred to as "Proprietary Leases". A separate Proprietary Lease shall be issued for each apartment unit, and each Proprietary Lease shall constitute a separate membership, and entitle the holder thereof to cast one vote. As herein defined, membership may be either "resident" or "special". The person, trustee, firm, or corporation to whom the Proprietary Leases shall originally be issued by the corporation in exchange for the acquisition of corporate assets, shall be deemed to be the first holder or holders thereof prior to the transfer by them of such Proprietary Leases to purchasers of individual apartment units, and such first holder or holders, whether a person, firm, or corporation, shall be deemed resident members with occupancy rights, and shall be entitled to full voting rights, all without regard to any provisions contained in these By-Laws.

Rights of Resident Members

46. Resident Members. Any natural person owning a Proprietary Lease under which the owner is currently entitled to occupancy rights, shall be a resident member. Resident membership shall carry with it full

voting rights.

Limited Rights of Special Members.

47. Special Members. Any person, trustee, firm or corporation owning a proprietary Lease without occupancy rights having been granted by the Board of Directors, shall be a special member. Special membership shall carry with it the right to vote with resident members on matters pertaining to any amendment to the Certificate of Incorporation, the sale or mortgage of corporate property, or the dissolution of the corporation. No other voting rights are accorded special members.

Membership Constituted By Proprietary Lease.

48. Transfer of Membership. Membership in the corporation of either class may be transferred only as an incident to the transfer of a Proprietary Lease. With the approval of the Board of Directors, a special member, being a natural person, may become a resident member. Conversely, a resident member may be ordered transferred to special membership by direction of the Board of Directors in the event of breach of the resident member of the occupancy obligations stated in his Proprietary Lease.

Board of Director Issues Cooperative Apartment Proprietary Leases.

49. Co-operative Apartment Proprietary Leases. The first Board of Directors shall adopt a standard form of Co-operative Apartment Proprietary Lease to be entered into the corporation and its members, and, after such adoption, such form shall not thereafter be changed, altered, or amended, except that occupancy provisions may be changed, altered or amended by the authority of the resident members obtained in like manner as required to amend these By-Laws. For the purpose of uniformity, any changes authorized by such member approval shall be binding and serve to amend Leases theretofore executed.

Authority to Assess.

50. Assessments. The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership and operation of the corporate property, including the establishment and maintenance of operating funds, payment of all necessary expenses, and payment for any items of betterment. The total annual requirements, though separately determined as to items, shall be assessed as a single sum against all apartments, and prorated thereto on the basis 7.16% of total to each of the three two-bedroom apartments, and 6.04% of total to each of the thirteen one-bedroom apartments. Said assessments shall be payable either monthly or quarterly, as determined by the Board of Directors, and on such dates as ordered by the Board of Directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The Board shall have the power to impose reasonable fines against any member who shall not pay the aforesaid regular and/or special assessments within five days after the times that should be stipulated for payment thereafter.

Mortgage Payments and Assessments.

51. Mortgage. The Co-operative will assume that certain mortgage on the corporate property dated the 23rd day of January, A.D., 1964, and recorded in Official Record Book 1852, Page 130, or Public Records of Pinellas County, Florida. Upon the Co-operative taking possession of the corporate property by way of assignment of the Long Term Lease dated the 23rd of January, A.D., 1964, and recorded in Official Records Book 1852, Page 133, of the Public Records of Pinellas County, Florida, said mortgage will have an outstanding principal balance of $111,500, shall bear interest rate of 6% per annum, and be payable $798.85 per month as to principal and interest. The Board of Directors, in addition to the assessments provided for in paragraph 50 hereof, shall assess and collect from each member his assigned share of the monthly mortgage payment attributable to principle and interest, and shall use said some solely for the payment of said mortgage indebtedness. The assigned shares for the respective apartments shall be $9,000.00 (or 8.0717%) of the initial mortgage indebtedness for each of the three two-bedroom apartments, and $6,500.00 (or 5.82%) of the initial mortgage indebtedness for each of the thirteen one-bedroom apartments. Non payment of the prorata share of the mortgage indebtedness, either on a monthly basis or by prepayment as provided herein, shall constitute a default the same as the non payment of assessments provided for

in paragraph 50 hereof. The above mortgage shall be pre-payable without penalty. Upon the prepayment by a member of the Co-operative of his assigned share, the monthly mortgage payment attributable to principle and interest shall be reduced by %.82% (i.e. $46.57) in the event of a prepayment by a member owning a one-bedroom apartment, or by 8.0717% (i.e. $64.48) in the event of prepayment by a member owning a two-bedroom apartment. When a member prepays his assigned share, as above specified, he shall no longer be assessed in any manner for the payment or reduction of the above described mortgage.

Transfer of Proprietary Leases by Discretion and Approval of the Board of Directors.

52. Transfer of Proprietary Lease. The primary object of this corporation is to operate and maintain its property on a mutual and co-operative basis for the housing needs of resident members. Coupled, however, with the right of occupancy, valuable property rights arise from the acquisition of Proprietary Leases. To the fullest degree, those property rights are deemed transferable, either absolutely or by way of pledge. The right of occupancy under the Proprietary Lease is, nevertheless, a matter of discretionary decision by the Board of Directors and every transfer to resident membership with its right of occupancy as defined in the Proprietary Lease, is subject to the approval of the Board of Directors. It shall be the obligation of the Board of Directors to give prompt consideration to, and take prompt action upon, all such requests for approval of transfer of a Proprietary Lease except where the transferee desires the status of resident membership. The right of occupancy shall not be denied any transferee or vendee who, at the time of such transfer of sale (or at the death of a resident member if the transfer results from his death), is or was the members lawful spouse or related to the member by blood within the second degree.

Board of Directors Authority To Oversee Leasing of Apartments.

53. Leasing. The control of the Board of Directors of the right of occupancy extends to leasing by either resident or special members. Application for authority to lease shall be made to the Board of Directors on such forms, and upon such terms as it may, from time to time, prescribe; and it shall be the obligation and responsibility of the Board to take prompt action upon all such applications. Approval of a sub-lessee shall be by prior written approval of a majority of the Board members. Approved leases shall be uniform as to terms, other than rent and period of tenancy, and on forms provided by the corporation. In the event a member shall submit to the Board an applicant for lease whom the member in good faith believes will be an acceptable tenant, and the application is denied, the corporation, at the election of the member, shall be required to make a reasonable effort to rent the apartment at a fair rental for the account of the member and without charge for such service. No lease shall be made for less than a term of three months, nor greater than one year, not exceeding one year for any such renewal term or terms, and without the necessity for the leaser's securing the approval of the Board of Directors for any such renewal, provided, however, that the Board of Directors may deny to the lessor the right to make and enter into such renewal by delivery to him of written notice of such denial at least thirty days prior to the expiration of the term of such or renewal term thereof. The status of resident membership shall not be affected by approved leasing.

Role and Scope of Board of Directors in Dealing With Default.

54. Default.(a) In the event of default by a member, resident or special, in the payment of any sums, charges, or assessments, required to be paid under his Proprietary Lease, or these By-Laws, the corporation may, by direction of its Board of Directors, give notice to the member in the manner provided for in these By-Laws, that unless said default be cured within twenty days from the date of such notice that the Proprietary Lease will be terminated or canceled. If such default be not cured within the twenty day notice period aforesaid, the corporation may then declare the Proprietary Lease as terminated for non-payment of any such sums, charges, or assessments, and declare the member to be a tenant at sufferance, and offer for sale a substitute Proprietary Lease for the apartment at an amount determined by the Board of Directors to be its fair market value. On disposal of the substitute Proprietary Lease, the proceeds of the sale shall be paid by the corporation to the member after deducting therefrom the following items, in the order listed:

(1) Expenses of sale, including reasonable brokerage commission, if any.

(2) Any costs or expenses incurred by the corporation in evicting the member from the apartment, if said member should have refused to voluntarily vacate in accordance with the terms of his Proprietary Lease.

(3) The amount required for the repair of damage, if any, to the apartment other than ordinary wear and tear arising out of conditions of normal use and care.

(4) The amount of any balance due any registered pledgee of the Proprietary Lease, if any.

(5) Any amounts due the corporation by virtue of any unpaid assessments or charges accrued to the date of sale of said substitute Proprietary Lease.

Role and Scope of Board of Directors in Dealing With Violations.

(b) In the event of violation by a member of any of the provisions of his Proprietary Lease, or of the Certificate of Incorporation, or of these By-Laws, or of the Rules and Regulations of the corporation as now or hereafter constituted, the corporation may, by direction of its Board of Directors, give notice to the member in the manner provided for by these By-Laws to correct and cure such violation; and if the member should fail to correct and cure such violation within twenty days from the date of said notice, or if the violation shall be persistently renewed, the Board of Directors may then, in such event, elect either to cancel and terminate the member's right to occupancy, or to terminate and cancel the Proprietary Lease. If the Board of Directors should elect to terminate the member's right of occupancy, such member shall then be treated and considered as a tenant at sufferance, and such member agrees to promptly quit and surrender the occupancy of said apartment, thereafter shall become and be a special member. If the Board of Directors should instead elect to terminate the Proprietary Lease upon expiration of said twenty day notice period, the member shall thereafter be treated and considered as a tenant at sufferance, and agrees to promptly quit and surrender occupancy of said apartment, and the Board of Directors shall offer for sale a substitute Proprietary Lease upon the same terms and conditions, and in the same manner as in the case where a member's default was for non-payment of any sums, charges, or assessments required to be paid under his Proprietary Lease, as hereinbefore set forth.

Termination of Lease or Occupancy Rights.

55. Surrender of Apartment. In the event of termination of a Proprietary Lease, or termination of the occupancy rights thereunder, the member, or any other person or persons in possession by or through the right of the member, shall thereafter be considered and treated as tenants at sufferance, and shall promptly quit and surrender the apartment to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and repossess the apartment, without a notice to quit or demand for possession, if such be required by the Laws of Florida.

Registration of Pledged Substitute Proprietary Lease.

56. Registration of Pledged Proprietary Leases. The Secretary of the corporation shall maintain a suitable register for the recording of pledges Proprietary Leases. Any pledge of a Proprietary Lease may, but is not obligated to, notify the secretary of the pledge and the terms thereof, furnishing the Secretary with such information as may be required by the Board of Directors. In the event notice of default is given any member under the provisions of By-Law No. 54, a copy of said notice shall likewise be mailed to the registered pledgee. In addition, in the event of the sale by the corporation of its assets, and prior to the distribution of the proceeds thereof to thee members, suitable notice shall be given all registered pledgees. No other obligation shall be accepted or assumed by the corporation with respect to such registration of pledged Proprietary Leases.

Sale of Corporate Property.

57. Sale of Corporate Property. Upon the sale of the apartment building, whether occasioned by voluntary or involuntary disposition thereof, or as a part of the dissolution or liquidation of the affairs of the corporation, all members having valid Proprietary Leases then outstanding shall be entitled to share in the net proceeds of the sale, and in any other property or assets authorized to be distributed. Each of such members shall be entitled to receive as his share of the distributable assets the same proportion thereof as the assigned capital value of his Proprietary Lease bears to the total assigned capital value of the corporation, less and sums which the

member may owe the corporation, including any arrearage of regular or special assessments. Unless otherwise voted by the members, the directors then in office shall serve as trustees for the corporation and the members in the division of all distributable assets. Upon any such sale, dissolution, or liquidation, as aforesaid, and receipt by the member of his share of the distributable assets, as aforesaid, the member shall surrender to the corporation his Proprietary Lease, together with all of his rights thereunder.

Requirements to Amending By-Laws.

58. Amendments of By-Laws. These By-Laws may only be altered, amended or added to at duly called meeting of the members, provided 1) that the notice of the meeting shall contain a full statement of the proposed amendment, 2) that the quorum requirements for such purpose shall be a majority of all the then resident members, and 3) that no amendment, alteration or addition to these By-Laws shall be valid if its operation would be inconsistent with, or adversely affect, equity rights contained in Proprietary Leases.

Rights and Limitations to Joint Ownership.

59. Joint Ownership. (a) Any Proprietary Lease may be owned by more than one owner, either jointly or as tenants in common, but in such event all of the owners of any such lease shall be entitled collectively to only one vote. If the owners of any such Lease are unable to agree upon their vote upon any subject at any meeting, they shall lose their right to vote on any such subject, but if all of the owners of any such Lease shall not be present at the meeting, either in person or by proxy, the vote of one or ones so present shall be the vote of all of the owners.

(b) In all cases where there are two or more owners of any one Proprietary Lease, and such multiple owners, or their transferees, cannot agree among themselves as to their respective rights to occupy the apartment unit represented by such Lease, the Board of Directors shall have the right to terminate their respective occupancy rights, or to withhold the same in case of transferees, and convert their status of membership from that of resident to special, regardless of the degree of relationship between such owners, or transferees.

Stated Value of Corporate Property.

60. Stated Capital Value. The capital value of the corporation shall be the sum of $134,000.00, and shall be allocated to the Proprietary Leases representing the respective apartment units as follows:

First Floor			Second Floor		
Apt. No.	No. Bed-Rooms	Assigned Capital Value	Apt. No.	No. Bed-Rooms	Assigned Capital Value
1	2	$11,100,00	9	2	$11,100.00
2	1	7,600.00	10	1	7,600.00
3	1	7,600.00	11	1	7,600.00
4	1	7,600.00	12	1	7,600.00
5	1	7,600.00	13	1	7,600.00
6	1	7,600.00	14	1	7,600.00
7	1	7,600.00	15	1	7,600.00
8	1	7,600.00	16	2	11,100.00

The amounts so assigned to each apartment unit shall be deemed the assigned capital value of the Co-operative Apartment Proprietary Lease covering such apartment unit, and such amount shall not thereafter be subject to change.

61. Construction. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean masculine and feminine, singular or plural, wherever the context so requires.

Restricted Use of Property.

62. The property and facilities of the corporation shall at all times be restricted in use to the housing and related needs of the lawful occupants of the apartments and their guests.

Drew Garden Apartments, Inc
Clearwater, Florida 33755

Rules and Regulations
Owners, Guests, Renters &
Cooperative Apartment Subleases

March 2001

The Nature of a Cooperative Apartment

In 1964 Drew Garden Apartments, Inc. was established as a Florida corporation to provide owners of these apartments a first class residence, a high standard of management, and certain protections and benefits of the law. Each owner has perpetual and transferable rights to his or her apartment. As a group we own the building. Each owner maintains his/her apartment as a private residence and is responsible for its good order and repair. But the Association leases the property . The requirements of the Cooperative Apartment Proprietary Lease requires each owner to co-operate with the other owners and the governing Association of Owners for the common good of all.

Over the years, the Board of Directors and the Association of Owners have established Rules and Regulations which have seemed reasonable and necessary to ensure for the common good. As a prospective sublessee you will be expected to observe the applicable provisions of the Cooperative Apartment Proprietary Lease and the Rules and Regulations which apply to all residents and, therefore, to all sublessees. Before the sublease application is completed, this booklet is provided for you to familiarize yourself with those expectations which will be required of you. During this process, or at any other future time, if you have any questions about these expectations, please speak to the President of the Association or any of the members of the Board of Directors. We take great pride in our property and the association we work hard to maintain with one another. If approved, we hope you will also take pride in this residence and contribute whatever you can to maintain the property well.

Rules and Regulations

1. **Occupancy.** Each apartment shall be used as a single family residence of not more than two (2) people over the age of eighteen (18). Porches, walkways, stairs and stairwells shall be kept free of any and all obstructions in case of emergency. The drying of clothes, etc. outside of the building is specifically prohibited.

2. **Parking.** Parking at 1345 Drew Street is, and has always been, problematic. Automobiles of residents shall be parked only in the parking spaces provided at the rear of the building. Each apartment shall be assigned a space, designated with the corresponding apartment number. Residents are to use their parking space and no other, regardless of any other unoccupied spaces. Commercial vehicles, recreational vehicles, boats and trailers, etc., because of their size, may not be kept on the property.

3. **Visitor Parking.** Visitors are to use the spaces provided in the front of the building for parking. Please caution your guests not to park on the lawns. An underground watering system is installed and parking on the lawn may destroy the sprinklers or a part of the system. Residents may use the front spaces temporarily to load and unload vehicles. All delivery or service vehicles are to use the front spaces.

4. **Emergency Access.** The front driveway must be accessible and passable at all times in case of emergency. If many guests are present at the same time, it is suggested residents park their vehicles at other sights in the neighborhood and allow their guests to use their apartment parking space in the back.

5. **Noise.** Residents at all times must be conscious of those around them and other's rights to reasonable quiet. Therefore all stereos, radios, televisions and musical instruments may be used with this in mind and operated at a moderate volume especially between the hours of 11PM and 8AM.

6. **Exterior Appearance.** Residents, as much as possible, are to keep their entrances clean – windows, window sills, air conditioner tops (as applicable), and walkways. All residents are encouraged to pick up any trash blown onto the property and dispose of it properly. Do not discard cigarette butts on the property. Please use a proper receptacle and kindly ask visitors and guests to do the same.

7. **Exterior Changes.** No alteration or addition to the exterior of the building will be permitted or tolerated.

8. **Signs & Placards.** No signs or advertising or notices may be displayed on the exterior of the building.

9. **Waste Disposal.** All trash is to be disposed of in the receptacle provided at the rear of the building. Rodents and insect pests are a particular concern. It is strongly suggested that all food scraps be double bagged and disposed of immediately. Boxes, cartons and containers, as much as possible, should be flattened or cut up so as not to cause the trash receptacle to become overfilled. This is

especially important during the winter months when the building is particularly full. Because of fire hazard, newspapers are not be piled up or stored indefinitely within apartments. Either recycle them frequently or dispose of them.

10. **Animals.** Pets are not allowed to be kept in any apartment. This prohibition includes cats, dogs, rabbits, hamsters, gerbils and the like, and all tropical birds. Feeding birds and squirrels, etc. outside on the property is also prohibited because of the mess and damage they can and do create. If residents enjoy feeding birds and wildlife, it is suggested they visit one of the many lovely parks and green spaces provided by the city for this recreation.

11. **Laundry Room**. The laundry room is provided for the convenience of all. The laundry room may be used between 8AM and 8PM daily.

When using the washer and dryer, please write the DATE, your LAST NAME and your APARTMENT NUMBER in the notebook on the dryer. Try to remove clothes from the washer and dryer promptly so as not to inconvenience other residents unnecessarily. If you go to use the washer or dryer and laundry has been left in the machine, refer to the notebook on the dryer and notify the resident in the apartment indicated.

Please keep the laundry room clean. Dispose of all trash in the basket provided. Empty the lint trap of the dryer after you use it. Remove all stray objects, lint, paper, etc. from the washer when you are through.

Please be considerate of others when using the facilities. If a resident has a great quantity of washing to be done, spread it over several days so as not to monopolize the laundry for a large part of any given day. During the winter months especially, when the building is particularly full, ALL residents are requested to limit themselves to two consecutive loads per day.

Convenient storage area for laundry detergent, etc. is provided for each apartment. Please respect others' belongings. If you experience any mechanical problems with the washer or dryer, please notify the association president immediately so that the equipment may be repaired promptly.

12. **Apartment Keys.** Accidents of all kinds happen, and usually at the most inopportune times. For good administration of the building, the corporation requires that the president have a key to each apartment in order to gain access when necessary *(for example, for a broken water pipe or leaks, pest control inspections, fire department inspection, in a medical emergency, etc.)*

If there should be a change in door locks, please see that the president is given a new key as soon as possible. To protect the rights and property of all residents, if access to any apartment is necessary while the current resident is absent, a minimum of TWO association officers are authorized to enter the apartment for an identified need.

13. **Security.** The security of the building and each apartment is always a concern. If you should notice activity on the property or in or around an apartment which seems unusual or odd, please alert the president or a member of the Board. In all likelihood most out-of-the-ordinary activity is authorized. But each resident's attention to security concerns will benefit all.

Drew Garden Apartments, Incorporated

1964 --- *A Florida Not-For-Profit Corporation*

Created Spring 2001

A Non-exhaustive INDEX of CONTENTS
of the Association's
Cooperative Apartment Proprietary Lease (CAPL)
Certificate of Incorporation (COI)
By-Laws (BL)

SHORT TERM LEASE AGREEMENT- Addendum

This Rental Short Term Lease Agreement (this "Agreement") is made by and between Andrea Pirraglia ("Owner") and Franceska Noel and Kattia Milfort as of this April 1, 2024 and **extended to September 30, 2024**. Owner and Tenants may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a condominium with two (2) bedrooms and one (1) bathrooms located at 1345 Drew Street, Unit 1, Clearwater, FL 33755 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave
- refrigerator
- wifi
- linens

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to two (2), unless the Owner gives prior written consent.

3. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is three (3). Overnight visitors limited to 2 nights.

4. Rental Period & Check-In. The term of this lease will be from April 1, 2024 ("Arrival Date") to **September 30, 2024** ("Departure Date"). The Property will be ready for Guest's occupancy beginning at __8:00AM_____ on the Arrival Date and the Property must be vacated by 6:00pm_____ on the Departure Date, unless otherwise agreed by Owner. If Guest remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest vacate the Property. The Property requires a ninety (90) night minimum stay.

5. Keys & Access Codes. Owner will provide Guest with two (2) key(s), which will unlock the front door to the Property and Laundry room at end of building - key provided. Guest is not allowed to make duplicate keys. A fee of $5.00 will be charged to Guest for failure to return a key. Guest will be liable for any missing items or damage.

6. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner (the "Rules"):

(A) Smoking is not permitted inside the Property
(B) Pets are not permitted on or in the Property
(C) Garbage must be placed in the proper receptacles
(D) Payment on the first of the month

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

7. Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due at Move-in"). Payment in full of the following fees will be due within three (3) days before the Arrival Date.

Rental rate as of 7/1/24 - $1700	

Acceptable payment methods are:

- debit card
- money order
- Zelle, Venmo, Paypal

8. Cancellation. If Guest cancels the reservation less than _____2_____ days before the Arrival Date, the Total Amount Due will be forfeited.

9. Cleaning. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

10. Furnishings. The following furnishings will be provided with the Property: Couch, Desk, Armchair, TV, Credenza, Kitchen table and chairs, 2 Queen beds, living room end tables (2), 2 living room lamps, bedroom end tables (2 in each room).

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

12. Parking. Parking is limited to one (1) space. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

13. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items. Termites under kitchen sink disclosed to guest and remediation to be periodically performed.

14. Acts of God. No refunds will be given if there is a storm or severe weather (i.e. hurricane, earthquake, forest fire) even if a mandatory evacuation order has been given. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

15. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

16. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

17. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

18. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be

Association.

19. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

20. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

22. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- sent by overnight courier service
- facsimile
- electronic email transmission

23. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

24. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

Owner Signature

Andrea Pirraglia

June 12, 2024

Date 6/12/24

Guest Signatures

Franceska Noel

Date 6/17/24

Kattia Milfort

Date 6/17/24

Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii) _x_ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check (i) or (ii) below):

(i) ____ Owner has provided Guest with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii) _x_ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Guest's Acknowledgment (initial)

(c) _____ Guest has received copies of all information listed above.

(d) _____ Guest has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	Andrea Pirraglia	
Signature of **Owner**	Name of **Owner**	Date
	William Frisbee and Amy Frisbee	
Signature of **Guest**	Name of **Guest**	Date
Signature of **Agent**	Name of **Agent**	Date

HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD., INC.
Licensed Real Estate Broker

Contract For Sale and Purchase

1629 Shepherd Rd
Lakeland, FL 33811
(863) 644-6681

PINELLAS **COUNTY**, FLORIDA **STATE**, SEPTEMBER 19 **MONTH/DATE**, 2024 **YEAR**

Buyer: Address: City: State: FL Zip: Phone/Email:	Seller: ANDREA PIRRAGLIA Address: 1345 Drew St, Apt #1 City: Clearwater State: FL Zip: 33755 Phone/Email:

Buyer hereby offers to purchase the following described property:
Apartment No. 1, in the apartment building known as DREW GARDEN APARTMENTS (COOPERATIVE), legally described as follows: Lots 1 and 2, Block A, FAIRVIEW ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page 85, Public Records of Pinellas County, Florida, LESS the North 8.0 feet thereof, also the East 46.0 feet of Lots 1 and 4, Block 1, BROOKWOOD TERRACE, as recorded in Plat Book 8, Page 34, of the Public Records of Pinellas County, Florida; LESS the South 26.75 feet of said Lot 4. Together with their proportionate interest in the common area

TOTAL PURCHASE PRICE of said property is $_____ Balance payable as follows: (B)_____

Shall be paid as follows, to-wit:
Earnest Money Deposit (10%) Remaining balance due in cash at closing.

Held by: Wollinka-Wikle Title $ _____
3204 US-19 ALT, Palm Harbor, FL 34683
(727) 781-5444
Balance Due at Closing but subject to proration and adjustments. See Next Column (B) $_____

1) **Title Insurance:** At the closing of this transaction, Seller shall have issued by Wollinka-Wikle Title Insurance Agency a commitment for title insurance agreeing to insure title to said property and upon closing, Seller shall purchase and have delivered to Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.

2) **Closing Date:** In the event the title shall be proven to be uninsurable, Seller shall have a period of ninety (90) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to Buyer. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before: OCTOBER 18, 2024. If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend the closing date up to an additional thirty (30) days.

3) **Conveyance:** Seller agrees to convey title to the aforesaid property to Buyer by _____ _____, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.

4) **Costs:** The cost of recording the deed and the required transfer taxes/stamps thereon shall be paid by the BUYER Buyer will pay a reasonable closing fee to the closing agent. Buyer shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs associated with Buyer's financing. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.

5) **Acceptance:** This instrument shall become effective as a contract when signed by Agent, Buyer, and Seller. If not signed by all parties on or before SEPTEMBER 19, 2024 any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.

6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto ☐) (none attached ☐). If not understood, seek competent advice prior to signing.

7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements**

triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

8) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.

9) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.

10) **Assignment:** This Contract may be assigned; however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

11) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.

12) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.

13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

15) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

16) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

18) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing or the ability of Buyer to obtain hazard insurance coverage for the property.

20) **Special Agreement(s)**: Subject to existing lease that expires 9/30/2024

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this _____ day of _____, 20 24.

Buyer(s)	**Seller(s)**
_____	_____
Printed Name: _____	Printed Name: ANDREA PIRRAGLIA
_____	_____
Printed Name: _____	Printed Name: _____

Higgenbotham Auctioneers International, Ltd., Inc.,
Licensed Real Estate Broker BY: _____

ENSUVI Property Management Inc.
"Keeping Your Green in the Black"
www.ensuvi.com
844-4ENSUVI
PO Box 633 Elfers, FL 34680

DREW GARDEN APARTMENTS CO-OP
APPLICATION FOR PURCHASE OR LEASE

INSTRUCTIONS: **This form is 1st in a 2-step processes. It must be FULLY completed and ALL 3 Pages returned to associations@ensuvi.com at least ten (10) days in advance of any sale or lease.** If approved by the Board of Directors, a portal link will be emailed to you, requesting information for a background check. That is when you will be required to pay $100.00 per person over 18 years old. If the background check is acceptable, the board may grant occupancy rights to the apartment.

APPLICATION IS FOR: A PURCHASE _____, OR BY AN OWNER FOR A TENANCY _____

APPROVAL BY THE DREW GARDEN APARTMENTS CO-OP BOARD OF DIRECTORS IS REQUIRED PRIOR TO ANY CLOSING OR ISSUANCE OF A LEASE.

IN THE CASE OF A SALE, THE BUYER MAY NOT ASSIGN THE PROPERTY TO ANOTHER PERSON, CORPORATION, LLC, OR ANY ENTITY.

PER DREW GARDEN APARTMENTS CO-OP GOVERNING DOCUMENTS:

****MINIMUM AGE FOR ALL OCCUPANTS IS 18 YEARS OLD.**

****OCCUPANCY LIMITS: 1 BEDROOM - 2 OCCUPANTS AND 2 BEDROOMS - 4 OCCUPANTS**

****ONLY 1 PARKING SPACE PROVIDED PER APARTMENT … ALL OTHERS PARK OFF SITE**

****NO PETS ARE ALLOWED**

DATE: _____ ASSOCICIATIONS NAME: Drew Garden Apartments, Inc.

ADDRESS OF PROPERTY: 1345 Drew Street Clearwater, Florida 33755 UNIT # _____

IF SALE: NAME(S) OF PRESENT OWNER(S): (PRINT)_____ _____

PROPOSED DATE OF CLOSING: _____

PERSON AND PLACE HANDLING THE CLOSING: (PRINT) _____

ADDRESS:_____CITY:_____, STATE:_____

PHONE: ( ) _____ - _____ EMAIL:_____

IF LEASE, NAME(S) OF PRESENT OWNER(S): (PRINT)_____ _____

DATES OF LEASE: FROM:_____TO_____(Minimum is 3 Months)

SEND APPROVAL TO: (PRINT)_____

ENSUVI Property Management Inc.
"Keeping Your Green in the Black"
www.ensuvi.com
844-4ENSUVI
PO Box 633 Elfers, FL 34680

ONLY THE PEOPLE LISTED BELOW WILL BE AUTHORIZED TO OWN OR RENT THE UNIT

ONE BEDROOM APARTMENT

NAME: (PRINT)_____D.O.B_____

EMAIL:_____PHONE: (_____) _____ - _____.

DRIVERS LICENSE # _____PHOTO MUST BE SUBMITTED

PRESENT ADDRESS: CITY:_____, STATE: _____

NAME: (PRINT)_____D.O.B_____

EMAIL:_____PHONE: (_____) _____ - _____.

DRIVERS LICENSE # _____PHOTO MUST BE SUBMITTED

PRESENT ADDRESS: CITY:_____, STATE: _____

FOR A 2 BEDROOM APARTMENT:

PLEASE LIST NAMES AND D.O.B. OF ALL ADDITIONAL PEOPLE WHO WILL BE RESIDING IN THE UNIT:

NAME: (PRINT)_____D.O.B._____

PRESENT ADDRESS: CITY:_____, STATE: _____

NAME: (PRINT)_____D.O.B._____

PRESENT ADDRESS: CITY:_____, STATE: _____

IN CASE OF EMERGENCY PLEASE NOTIFY:

NAME: (PRINT)_____PHONE: (_____) _____ - _____

APPLICANT VEHICLE INFORMATION: (ONLY ONE VEHICLE IS ALLOWED ON SITE)

MAKE:_____COLOR:_____YEAR:_____TAG # _____ State __

OWNERS: WOULD YOU PREFER TO MAKE YOUR MONTHLY MAINTENANCE FEE PAYMENTS THROUGH AUTO PAY:_____OR PAYMENT COUPON BOOK_____

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AFFIDAVIT

IF YOU ARE A PURCHASER, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THE ASSOCIATION'S "DOCUMENTS" AND AGREE TO ABIDE BY THEM. YES _____ OR NO _____.

IF YOU ARE A TENANT, YOU ACKKOWLEDGE RECIEPT OF A COPY OF THE RULES AND REGULATIONS OF THE ASSOCIATION AND AGREE TO ABIDE BY THEM. YES _____ OR NO _____.

PLEASE BE ADVISED THAT FAILURE TO ABIDE BY THE ASSOCIATION'S DOCUMENTS AND RULES AND REGULATIONS WILL RESULT IN REVOCTION OF THIS APPROVAL AND/OR OTHER ACTION(S) AS ALLOWED BY THE DOCUMENTS OR PROVISIONS OF APPLICABLE LAW(S).

APPLICATION FEE $100.00 PER PERSON over 18 years old

MAKE CHECK PAYABLE TO: Drew Garden Apartments, Inc. C/O ENSUVI Property Management PO Box 633 Elfers, FL 34680

SIGNATURE OF PURCHASER(S) / TENANT(S) – Signature also authorizes receipt of electronic notifications

NAME: _____DATE:_____

NAME: _____DATE: _____

NAME: _____DATE:_____

NAME: _____DATE: _____

Email address authorized to receive electronic notification is: _____

BOARD ACTION:

APPROVED:_____(TITLE):_____DATE:_____

DISAPPROVED:_____(TITLE):_____DATE:_____

Reason: _____

THIS APPTOVAL IS CONTINGENT UPON ALL FINACIAL MATTERS WITH THE ASSOCIATION REFERENCED ABOVE (INCLUDING, BUT NOT LIMITED TO, MONTHLY ASSESSMENTS, SPECIAL ASSESSMENTS, LATE OR LEGAL FEES, FINES, ETC.) BEING PAID IN FULL THROUGH THE DATE OF THE CLOSING. THIS APPROVAL MUST BE RETURNED TO ENSUVI PROPERTY MANAGEMENT WITHIN FIVE (5) DAYS PROCEEDING THE TRANSFER OF THE TITLE OR TENANT OCCUPYING THE UNIT.

Rick Boragine, CAM
ENSUVI Property Management Inc.
associations@ensuvi.com
844-436-7884 (844-4ENSUVI) Option 3

How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

Step 2: Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

Step 3: As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

Step 4: If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

WHAT DOES THE TERM "ABSOLUTE" MEAN?

In an absolute auction, the property will be sold to the last and highest bidder regardless of price.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

WHAT IS A BUYER'S PREMIUM?

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.

WHAT IF I AM A BROKER?

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

You're only going to pay one bid more than someone else was willing to pay!

HIGGENBOTHAM AUCTIONEERS
INTERNATIONAL, LTD., INC
SINCE 1959

1629 Shepherd Rd, Lakeland, FL 33811 • 800-257-4161 • www.higgenbotham.com • email:auction@higgenbotham.com

L4946579 1345 DREW ST, #1, CLEARWATER, FL 33755

County: Pinellas
Subdiv: DREW GARDEN APTS
Subdiv/Condo:
Beds: 2
Baths: 1/0

Status: Active
List Price: $95,000

Year Built: 1964
Special Sale: Auction

Pool: None
Property Style: Condominium
Total Acreage:
Garage: No **Attch:** **Spcs:**
Carport: No **Spcs:**
Assigned Spcs:

ADOM: 12
CDOM: 12
Heated Area: 925 SqFt / 86 SqM
Total Area: 925 SqFt / 86 SqM
LP/SqFt: $102.70

Flood Zone Code:AE

Auction Property. ABSOLUTE AUCTION! Opportunity is Knocking! Investors Dream; a nice piece of the Florida Lifestyle on the Auction Block, this 2/1 Condo in Clearwater boasts location, location, location!!! Right across from the Clearwater Country Club and close to Shopping, Government Buildings, Hospital/Medical Offices and more...A contemporary look that shows like a model! This property will be sold by Auction on August 28th at 6:30pm. The auction will be held on-site. THE LIST PRICE IS ONLY TO COMPLY WITH THE MLS AND IS THE SUGGESTED OPENING BID. THE PROPERTY MAY SELL FOR MORE OR LESS THAN THIS PRICE. All measurements are approximate. Photos provided by seller. Successful bidders will be required to put 10% down day of sale. 10% Buyer's Premium. The remaining balance will be due at closing with closing on or before 30 days.

Land, Site, and Tax Information

Legal Desc: DREW GARDEN APTS NO. 1 CO-OP APT 1
Zoning:
Between US 1 & River:
No Drive Beach:
Ownership: Co-op
Tax Year: 2023
Taxes: $2,433
Homestead: No **CDD:** No
Annual CDD Fee:
Other Exemptions:
AG Exemption YN:
Development:
Subdiv/Condo:
Existing Lease: Yes
Land Lease Fee:
Auction Type: Absolute
Property Access: Yes
Alt Key/Folio #: 29-15-15-22468-000-0010
Lot Dimensions: **Lot Size Acres:** 0.53
Lot Size: 22,908 SqFt / 2,128 SqM
Water Frontage: No
Water View: No
Water Name:
Water Access: No
Water Extras: No

Interior Information

A/C: Central Air
Heat/Fuel: Central
Floor Covering: Tile
Water: Public
Sewer: Public Sewer

Room Type	Level	Approx Dim	Flooring	Closet Type	Features
Primary Bedroom	First	10x15	Tile	Built-in Closet	
Bedroom 2	First	9x12	Tile	Built-in Closet	
Kitchen	First	8x9	Tile		
Living Room	First	18x21	Tile		
Balcony/Porch/Lanai	First	5x16			
Bathroom 1	First	5x8	Tile		

Exterior Information

Ext Construction: Block, Brick
Property Description:
Roof: Shingle
Foundation: Slab
Ext Features: Other

Community Information

HOA / Comm Assn: Yes **HOA Fee:** $717 **HOA Pmt Sched:** Monthly **Mo Maint$(add HOA):** $0
Monthly HOA Amount: $717
Other Fee:
Condo Fee:
Monthly Condo Fee:
Can Property be Leased: Yes

Realtor Information

Seller Concession Y/N: No **Concession Type:** **Concession in Price:**
Concession Comments:

Section 1

LOCATOR MAPS & FLOOD ZONE MAP

Section 2

HOA RULES & REGULATIONS

Section 3

SELLERS DISCLOSURE

Section 4

PURCHASE & SALE AGREEMENT

Section 5

CO-OP APPLICATION FOR PURCHASE

Section 6

CURRENT LEASE