

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, FL 34698

KARLEEN F. DE BLAKER, CLERK OF COURT
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**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF
LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Rules and Regulations of LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC., an exhibit to the Declaration of Condominium of LAKE HEATHER HEIGHTS, as described in Official Records Book 5988 at Page 1085 of Pinellas County, Florida, was duly approved in the manner required therein at a meeting held on March 23, 2004.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of May, 2004 at Pinellas County, Florida.

LAKE HEATHER HEIGHTS
CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Jeannine Capone

Signature of Witness #1

Jeannine Capone

Printed Name of Witness #1

Dawn Chatwood

Signature of Witness #2

Dawn Chatwood

Printed Name of Witness #2

By: Thomas Howell President
Thomas Howell, President

Attest: Barbara Hyatt Secretary
Barbara Hyatt, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of May, 2004 by Thomas Howell and Barbara Hyatt, to me known to be the President and Secretary of Lake Heather Heights Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

W. Bates
NOTARY PUBLIC

Wavey Bates
Printed Name of Notary Public

My Commission Expires:



Wavey Bates
Commission # DD 021461
Expires June 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc

**ADOPTED AMENDMENT TO THE RULES AND REGULATIONS
OF
LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.**

Rule 29 of the Rules and Regulations is amended to read as follows.

29. Not have pets other than as follows: initially, the first purchaser of a unit is allowed to have one dog which is (or will be at fully matured growth) no larger than 16 inches in height. Other domesticated pets such as one indoor cat or fish shall be allowed by the unit owners. All pets shall be kept quiet at all times. Provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided, further, that any such pet causing or creating a nuisance or disturbance or noise may be permanently removed from the condominium property upon ten (10) days written notice from the Board. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained on a leash which is hand held. All pets shall be taken directly to and walked on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately. At the death of the initial dog as above stated, no replacement shall be permitted.

BYLAWS
OF
LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.
a corporation not for profit
under the laws of the State of Florida

ARTICLE 1

GENERAL

Section 1.1 IDENTIFY. These are the Bylaws of Lake Heather Heights Condominium Association, Inc., hereinafter called the "association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes. Chapter 718, Florida Statutes is hereinafter referred to as the "Condominium Act."

Section 1.2 FISCAL YEAR. The fiscal year of the association shall be as is determined by the board of directors.

Section 1.3 SEAL. The seal of the association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 1.4 DEFINITIONS. The terms used herein shall be as defined in the Condominium Act, the Declaration of Condominium for Lake Heather Heights, a Condominium, and the Articles of Incorporation for the association.

ARTICLE 2

BOARD OF DIRECTORS

Section 2.1 NUMBER AND QUALIFICATION.

(a) The affairs of the condominium and the association shall be governed by a board of directors consisting of no less than three (3) members and no more than nine (9) persons, all of whom, excepting the members of the board of directors elected by the developer, shall be unit owners. Should any unit be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any shareholder, director, officer, general partner or employee of such owner shall be eligible to serve as a director. At any meeting at which directors are to be elected, the unit owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the corporation statutes of the State of Florida.

(b) The terms of at least one-third of the members of the board of directors shall expire annually.

Section 2.2 VACANCY AND REPLACEMENT. If the office of any director or 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, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred; provided,

RULES AND REGULATIONS

LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.

(the association)

In addition to the other obligations and duties heretofore set forth in the Declaration of Condominium and Bylaws for Lake Heather Heights Condominium Association, Inc. every unit owner shall:

1. Promptly pay the assessments levied by the association.
2. Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within his unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
3. Not use or permit the use of his unit for any other purpose other than as a single family residence (as defined in Section 7.2 of the Declaration).
4. Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
5. Conform to, and abide by, the Declaration and Bylaws in regard to the use of the unit and common elements which may be adopted in writing from time to time and to see that all persons using the owner's property by, through or under him do likewise.
6. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building or to the limited common elements.
7. Allow the board of directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with the Declaration or Bylaws.
8. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
9. Recognize that assessments by taxing authorities for the payment of ad valorem taxes and special assessments will be against the condominium parcel and not upon the condominium property as a whole.
10. Not allow any permanent residence within the

unit by any person who shall be less than thirteen (13) years old. Such persons shall not be prohibited as guests provided annual cumulative occupancy (calendar year) shall not exceed six (6) weeks. Any further refinement of the definitions under this section shall be left to the discretion of the Board of Directors.

11. Not place screens, jalousies or other enclosures (other than as originally installed) on porches or patios or other parts of the building, even though such areas may be defined as being within the unit or a limited common element.

12. Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

13. Not hang any laundry or other objects outside of the unit.

14. (a) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

(b) Permit garbage receptacles to be outside the storage area provided only on the day of the scheduled collection.

15. Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

16. Park in the condominium property, only those vehicles which are licensed for noncommercial, passenger use. No trucks, buses, boats, travel trailers, boat trailers, mobile homes, motor homes, recreational vehicles, vans (other than those primarily used to carry passengers), motor cycles, minibikes, or any other type of trailers or commercial vehicles shall be permitted on the common elements. For purposes of this subsection, the definitions as used in the Florida Statutes as amended from time to time shall be controlling. Vehicles which cannot operate on their own power shall not remain on the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium property.

17. Not play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television, or other sound amplifier system in a unit in such a manner as to disturb or annoy other occupants of the condominium, nor shall the aforementioned cause or permit to be caused any other unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium.

18. Not obstruct the sidewalks or entrances, of any condominium unit or use the same for any purpose other than ingress to and egress from the units, Bicycles may not be stored outside of units.

19. Store all personal property in the condominium unit or in storage areas.

20. Make complaints of an unusual or major nature, other than routine, day-to-day complaints, regarding the service and maintenance of the condominium in writing to the manager or the agent designated by the board.

21. Not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium. Unit owners shall not allow residents, their families, guests, servants, employees, agents, visitors, at any time or for any reason whatsoever to enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the

condominium.

22. Not keep in his unit or in any storage area any inflammable, combustible, or explosive fluids, chemical or substance except such as required for normal household use.

23. Not erect any antenna or aerial or install same on the roof or exterior walls of a condominium building. Any antenna or aerial erected or installed may be removed without notice at the cost of the unit owner installing same. Nothing herein, however, shall preclude the developer or the association from installing a master antenna for the condominium on the condominium property.

24. Not exhibit, display, inscribe, paint or affix, in, on or upon any part of the condominium property, any sign, advertisement, notice or other lettering by an unit owner or occupant, without the written consent of the Board of Directors of the Association.

25. Prepare his unit prior to his departure for an extended period of time in the following manner:

a. By removing all furniture, plants and any other objects from the unit owner's patio, or balcony; and

b. By designating either a responsible caretaker, be it a firm, individual, or the manager, to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The manager and the association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker, will notify the manager's office prior to making any entry to the unit during the owner's absence.

26. Not direct, supervise, or in any manner attempt to assert any control over any of the employees of the association nor attempt to send any of such employees upon private business of such unit owner or resident. The employees of the manager and of the association, if any, are employed for the purpose of providing for the efficient operation and management of the condominium.

27. Not peddle or solicit in, on or about the condominium.

28. Not exceed the speed limit of 25 m.p.h. on all condominium roadways, except where otherwise posted.

29. Not have pets other than as follows: initially, the first purchaser of a unit is allowed to have one dog or one cat which is (or will be at fully matured growth) no larger than 16 inches in height. Other domesticated pets such as fish shall be allowed by the unit owners. All pets shall be kept quiet at all times. Provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided, further, that any such pet causing or creating a nuisance or disturbance or noise may be permanently removed from the condominium property upon ten (10) days written notice from the board. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained by a leash which is hand held. All pets shall be taken directly to and walked within areas designated by the association so as to prevent the deposit of animal waste on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately. At the death of the initial cat or dog as above stated, no replacement shall be permitted.

30. Not apply any reflective window coating or other substance to the windows of the condominium unit, except as may

be approved by the board.

The use and enjoyment of any common elements and common facilities not hereinbefore specifically mentioned and regulated are hereby restricted to ONLY unit owners, residents and the guests of said unit owners and residents.

The within provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as is provided by the Bylaws of the association.