

Lake Heather Heights Condominiums

SUMMARY

1. This Prospectus (offering circular) contains important matters to be considered in acquiring a condominium unit.
2. The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, all exhibits hereto, the contract documents, and sales materials.
3. Oral representations cannot be relied upon as correctly stating the representations of the developer. Refer to this Prospectus (offering circular) and its exhibits for correct representations.
4. This Condominium is created and being sold as fee simple interests and not as leasehold interests.
5. There is no recreation facilities associated with this condominium. The unit owners are not required to be lessees or pay rental under any recreational lease. Accordingly, there is no lien right against any unit to secure the payment of rent or other exactions under any recreational lease.
6. The units may be transferred subject to a lease.
7. There is a contract for the management of the condominium property. It is on a month to month basis. Paul Greico handles the management of the condominium. Management of the association and the project are controlled by unit owners other than the developer, as turnover of control of the association took place many years ago.
8. The developer does not have the right to retain control of the association after a majority of the units have been sold, as turnover has already taken place.
9. The sale, lease, transfer of units is restricted or controlled in accordance with Article 7 of the Declaration of Condominium as set forth in Exhibit I of this prospectus.
10. Any payment in excess of ten percent (10%) of the purchase price made to developer prior to closing pursuant to this contract may be used for construction purposes by the developer.

PROSPECTUS

FOR

LAKE HEATHER HEIGHTS, A CONDOMINIUM
(A Residential Condominium)

Offered By

Terra Belcher, Inc., a Florida corporation

Developer

1. Description of Condominium

A. Name

LAKE HEATHER HEIGHTS A CONDOMINIUM

B. Location

Lake Heather Drive
Dunedin FL 34698, Florida

C. Description of Condominium Property

- (1) The condominium property consists of a total of 48 units, 16 of which have been built and 32 of which are to be built by this developer. There will be Four (4) residential buildings, A, B C and D. Buildings B and C have already been built. Buildings B and C have 8 two (2) bedroom units each. This Developer intends to build Buildings A and D, with a total of 32 units. The size and description of units is as follows: Four (4) one bedroom, one bath units. Twenty-eight (28) two bedroom, two bath units. 2) two-bedroom/two-bathroom units.
- (2) The general size of the units is as follows: Unit type "A is one bedroom one bath and is approximately 740 square feet. Unit types "B" "C" and "D" are all 2 bedroom, 2 bath and are 904, 974 and 970 square feet respectively. to be included in each Phase shall be at least 800 square feet of air conditioned living space and not more than 1,500 square feet of air conditioned living space. The number of units in each Phase will remain the same as stated above.

The maximum number of buildings containing condominium units is as shown on Exhibit "IB" of the Declaration of Condominium.

- (3) Copies of the Plot Plan and Survey of the condominium are attached to the Prospectus as Exhibits X and X, respectively, and as Exhibit IA and IB to the Declaration of Condominium.
- (4) The estimated latest date of constructing, finishing and equipping of the 32 units being constructed by this developer is March 31, 2002.

D. Maximum Number of Units that will use Facilities
in Common with the Subject Condominium

The maximum number of condominium units that will use the recreational facilities and parking areas in common with the unit owners of the condominium is forty-eight (48).

2. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.
3. The recreational or other commonly used facilities that will be used only by unit owners of the condominium.
4. The Description of the Recreational and Other Commonly Used Facilities That Will be Used in Common With Other Condominiums Which Will be Constructed on Adjacent Property is as Follows:

- A. The Recreational Activity Center has been improved by the construction thereon of a swimming pool, swimming pool deck area and clubhouse. Other than the following there are no other recreational or other facilities that will be used in common with other condominiums or which require payment by the unit owners.

The clubhouse consists of an activity room, approximately 630 square feet, capacity approximately 42 persons, a storage room, approximately 85 square feet (capacity 6 persons), Laundry room, 76 square feet, 5 person capacity, Men's and Women's Lavatory, 60 square feet each, capacity 4 persons each, and an office, 188 square feet, capacity 12 persons.

The swimming pool is unheated, approximately 640 square feet in surface area, the deck is approximately 2020 square feet, with a capacity of 50 persons.

The Recreation Activity Center is complete.

- B. No additional facilities are committed to be built.
- C. The recreational facilities will be owned by the members as part of the common elements.
- D. The recreational facilities are available for use by the unit owners.
- E. A general description of the items of personal property and the approximate number of each item of personal property that the Developer has committed to furnish for each room or other facility is as follows:

The Developer does not intend to expend any monies for the purchase of any furniture or personal property for the facility as it is already present and is owned by the Association.

- F. The responsibility for the maintenance of the recreational facilities and parking areas shall be borne by Lake Heather Heights Condominium Association, Inc. as a common expense.

- 5. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

(See Articles XV and XXIV of the Declaration and Exhibit 12 to this Prospectus.)

- 6. THERE IS NO RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OR PAY RENTAL UNDER ANY RECREATIONAL LEASE.
- 7. The condominium recreational area and facilities may not be expanded or added without consent of unit owners or the condominium association.
- 8. Management and Service Contract

The Association utilizes Paul Greico as a managing agent. The contract with Mr. Greico is oral, and may be canceled with or without cause at any time. The nature of the services include budgeting, supervision of maintenance, collection of assessments and related services. The amount paid to Mr. Greico is \$400.00 per month. As an oral contract, there is no contract

to be attached.

9. THE DEVELOPER HAS THE LOST THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION. UNIT OWNERS OTHER THAN THE DEVELOPER CONTROL THE ASSOCIATION.

9. THE LEASE OF UNITS IS RESTRICTED.

No unit may be used for transient or hotel purposes.
(See Article 7 of the Declaration.)

10. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

Developer has no program for selling condominium units subject to a lease, but Developer has reserved the right to lease unsold units for whatever periods and at appropriate terms and, should the case arise, Developer reserves the right to sell a unit that has been leased prior to the expiration date of the lease term. Developer reserves the right to lease condominium units with or without the option to purchase. (See Article 8 of the Declaration).

11. The restrictions concerning the use of the condominium parcels are contained in Article 7 of the Declaration at page 8, and provide, among other things: that the condominium units are restricted to private single family residential use; limits the number of persons who may occupy a unit; and provide that the Association may make rules, which it has done and a copy of same are attached hereto as an exhibit to the Bylaws. There is no restriction on the residency of children.

12. The manner in which needs for utility and other services will be met is as follows:

The City of Dunedin provides sewage and waste disposal, and further provides the water supply, all based upon county rates and pursuant to county rules and regulations. Electrical service is provided by Florida Power Corporation pursuant to its rates and in accordance with its rules and regulations. Telephone service is provided by Verizon Telephone Company pursuant to its rates and in accordance with its rules and regulations. Storm drainage facilities have been constructed by Developer in the condominium property as needed to reasonably cause the removal of surface water caused by ordinary storm and rainfall. Trash disposal shall be provided by the city of Dunedin pursuant to its rates and in accordance with its rules and regulations.

13. The common expenses were apportioned to the respective units in equal shares.

The common elements were apportioned to the respective units in equal shares. The percentage of ownership of common elements, share of common expense and common surplus is set forth in Section 2.3 of the Declaration, and is attached as an exhibit.

14. The current operating budget as approved by the membership is attached as an exhibit to this prospectus, and contains the information required by F.S.A. 718.504(21).
15. Exclusive of any mortgage costs or costs of financing, including the cost of a mortgagee's title policy, if required by the mortgagee, the closing expenses to be paid by the Buyer shall be 1.5 percent of the purchase price to reimburse the Developer for its costs in recording the deed and providing title insurance. Also owners are required to pay two (2) month's of assessments as an initial capital contribution upon closing to the Association.
16. The Developer, TERRA BELCHER INC., a Florida corporation has been engaged in development for a number of years. Its principals were involved in the original development of the condominium. Frank Karametch is the President and has over 25 years experience in the development and sale of real property in Florida and Canada.

17. Easements are described in the Condominium Plat, a copy of which is attached as Exhibit "X" to the Declaration. Betty Drive East is part of the common elements and provides for ingress and egress; however the previous developer granted easements to several adjacent property owners. The previous Developer granted an easement over west Betty Drive for ingress and egress. An easement has been granted in the area shown on the Plat as "Detention Area and Drainage Easement" for the collection and detention of drainage waters accumulating on the southerly adjoining seven and one-half (7.5) acres MOL. Gulfstream Cablevision also held an easement.

LAKE HEATHER HEIGHTS CONDOMINIUM

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85095008

PREPARED BY AND HOLD FOR:
William J. Kimpton, Esquire
Dunbar, Kimpton, Burke, Boyer, et al
487 Mandalay Avenue
Clearwater Beach, Florida 33515

40 REC. 8/1/80
41 88 8/1/80 PLAT
43 INT 8/1/80
TOT 8/1/80

EXHIBIT I

DECLARATION OF CONDOMINIUM

D.R. 5988 PAGE 1035

FOR

LAKE HEATHER HEIGHTS

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. SUBMISSION OF PROPERTY. Heather Development Corporation, a corporation organized and existing under the laws of the State of Florida for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A" attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", and does hereby file for record this Declaration of Condominium.

Section 1.2 DEFINED TERMS. The terms used in this Declaration and in its exhibits, including the Bylaws of the association, shall be defined in accordance with the provisions of Section 718.103 of the Condominium Act, and as follows unless the context otherwise requires:

(a) "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

(b) "Association" means Lake Heather Heights Condominium Association, Inc., the corporate entity responsible for the operation of the condominium.

(c) "Board of Directors" or "board" means the board of administrators or other representative body responsible for administration of the association.

(d) "Bylaws" means the bylaws for the association existing from time to time.

(e) "Common Elements" means the portion of the condominium property not included in the units.

(f) "Common Expenses" means the portions of the condominium property not included in the units.

(g) "Common Surplus" means the excess of all receipts of the association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

(h) "Condominium" means that form of ownership of condominium property under which units are subject to each ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

(i) "Condominium Documents" means this Declaration and all exhibits required to be attached by section 718.104 of the Condominium Act.

(j) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(k) "Condominium Property" means and includes the lands and personal property that are subjected to condominium ownership (or which may be submitted to condominium ownership as provided in this Declaration) whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

"Condominium Plans pertaining hereto are filed in Plat Book 84, pages 37-39, Incl."

(l) "Declaration of Condominium" or "Declaration" means this document.

(m) "Developer" means Heather Development Corporation.

(n) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

(o) "Member" means a unit owner who, as a result of this ownership, is a member of the association.

(p) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, Federal National Mortgage Association (FNMA) or other like business entity. The term "mortgagee" shall also be deemed to mean "institutional mortgagee(s)."

(q) "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

(r) "Unit Owner" or "owner of a unit" means the owner of a condominium parcel.

(s) "Utility Service" means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable television, garbage and sewage disposal.

ARTICLE 2

DESCRIPTION OF THE CONDOMINIUM

Section 2.1 NAME. The name of the condominium is: Lake Heather Heights, a Condominium (sometimes herein the "Condominium").

Section 2.2 PROJECT DESCRIPTION. The land comprising this condominium is described on Exhibit "A". Said land, buildings and improvements are hereby submitted to the condominium form of ownership, shall contain forty-eight (48) condominium units as more particularly described and identified in Exhibits "A" and "B".

(a) Number and General Size of Units. Lake Heather Heights hereby submitted to condominium ownership, shall contain a total forty eight (48) units. The size of the units and the distribution of the units is set forth on Exhibit "C" attached hereto and made a part hereof.

(b) Percentage Ownership. The undivided share in the land and other common elements and the common surplus and liability for common expenses which are attributable to each condominium unit shall be computed upon the following basis:

(1) Each unit shall have an undivided share in the ownership of the common elements and the common surplus and obligation for common expense equal to one-fortyeighth (1/48th) of one hundred percent.

Section 2.3 RECREATIONAL FACILITIES. The project shall include the construction and completion of a swimming pool, pool deck, and recreation building.

Section 2.4 SURVEY. A survey of the land, a graphic description of the improvements in which the units are located, identification of each unit and a plot plan are attached hereto as Exhibit "B".

Section 2.5 UNIT BOUNDARIES. The boundaries of each unit are as follows:

(a) Upper and Lower (horizontal) boundaries: The

upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the undecorated dry wall ceiling except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plan, which includes the outside of the undecorated dry wall or the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimeter) Boundaries: The vertical boundaries of the unit shall be the vertical plane, which includes the outermost surface of the dry wall of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit shall include the heating and air-conditioning apparatus, which apparatus (whether or not located within the unit boundaries) shall be part of the unit. Any fireplace and flue shall also be considered a part of the unit. Any portion of a utility system serving more than one unit (e.g., pipes, conduits, ducts) which is partially within and partially without the unit, is part of the common elements.

(d) Anything in this Section 2.5 to the contrary notwithstanding, the enclosed garages of the units shall be considered to be a part of the unit and not a common element or limited common element. The enclosed garage shall remain as a garage and shall not be converted to a living area of the unit. Any addition or improvement made in the garages shall be done with the prior written consent of the association in accordance with requirements of this Declaration and Section 12.3 of the Bylaws.

Section 2.6 COMMON ELEMENTS. Common elements include the following items:

(a) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

(g) Manager's office, if any.

(h) The recreational facilities, if any, and unassigned parking areas.

(i) Lighting fixtures utilized to illuminate the common elements.

(j) Any portion or portions of the condominium property not included in the units or designated a limited common element.

(k) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration. Such amendment shall divest the association of title to the land and shall vest the title in the unit owners, without naming them and without further coveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

Section 2.7 LIMITED COMMON ELEMENTS.

(a) There are limited common elements appurtenant to each of the units in this condominium, such as balconies, storage areas on balconies and entrance ways as shown and reflected on the Floor and Plot Plans set forth on Exhibit "B" attached hereto.

(b) These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant.

(c) Notwithstanding the ownership or use rights of various portions of the common elements and limited common elements, the provisions of the bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the association.

ARTICLE 3

EASEMENTS

Section 3.1 EASEMENT FOR INGRESS AND EGRESS THROUGH COMMON ELEMENTS, ACCESS TO UNITS AND SUPPORT.

(a) Each unit owner is hereby granted an easement in common with each other unit owner for ingress and egress through all common elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the association. Each condominium unit is hereby burdened with and subject to an easement for ingress and egress through all common elements by persons lawfully using or entitled to the same.

(b) The developer reserves in favor of the developer and the managing agent and/or any other person authorized by the board the right of access to any unit. In case of emergency, such entry shall be immediate whether or not the unit owner consents or is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty-related work whether or not the unit owner consents or is present at the time.

(c) Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

Section 3.2 UTILITIES. Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium property. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

Section 3.3. ENCROACHMENTS. In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

Section 3.4 MAINTENANCE. Blanket non-exclusive easements are reserved throughout the common and limited common areas of the condominium property, for maintenance purposes in order to adequately maintain such areas on the condominium property.

Section 3.5 EASEMENTS FOR FUTURE DEVELOPMENT. The condominium property is subject to the following easements:

(a) An easement for pedestrian traffic over, through and across sidewalks adjacent to roadways to be constructed on the condominium property as may be intended and designated for such purposes and use, and for vehicular and pedestrian traffic over, through and across such portions of the condominium property as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of possible future development of lands included in future phases.

(b) The right to construct under, through, and over the condominium property for additional utilities, including, but not limited to, water mains, sewer mains, and electrical outlets, as may be required by the lands included in future phases.

(c) Developer hereby specifically reserves an easement for drainage of surface waters from the adjoining tract of land to the immediate South, in accordance with drainage plans prepared by Lloveras, Baur & Stevens, engineers, and filed with the City of Dunedin. Additionally, but without obligation, developer reserves the right for itself and its successors to enter the land dedicated herein to alter, increase, modify, improve, manage, repair or adjust such drainage, including the right to dredge the lakes located on the dedicated property to accommodate the surface drainage from said adjoining southerly tract extending to State Road 580.

(d) Developer hereby specifically reserves an easement over Betty Drive (East) for ingress, egress, drainage and general utility purposes. In consideration of continuous maintenance of Betty Drive (East) by Lake Heather Condominium Association, Inc., Developer grants to said Association a non-exclusive easement over Betty Drive (West) for ingress and egress.

Section 3.6 EASEMENT TO FACILITATE SALES. All units shall be subject to an easement in favor of the developer to use any units owned or leased by the developer as models, management offices, sales offices (for this and other projects) or customer service offices. The developer reserves the right to relocate the same from time to time within the condominium property; upon relocation, the furnishings thereof may be removed. The developer further reserves the right to maintain on the condominium property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the condominium property and may be relocated or removed, all at the sole discretion of the developer. The developer shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the developer shall have the right to erect temporary offices on certain common element parking spaces for models, sales, management, customer service and similar purposes. This easement shall continue until the developer has conveyed all units in the Condominium to unit owners other than the developer.

Section 3.7 RESERVATIONS AND RIGHT TO GRANT EASEMENTS. The developer hereby reserves such further easements as well as the rights to grant easements for utilities, irrigation, drainage, ingress and egress as may be required to serve the condominium property or property contiguous to the condominium property which may be owned or acquired by the developer.

Section 3.8 MORTGAGES. In the event any easements herein referred to are encumbered by a lien, other than those on the condominium parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said lien. In the alternative, an appropriate nondisturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

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Section 3.9 PROVISIO. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being to have the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall, nevertheless, be considered as having been granted directly to the association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the developer or association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE 4

CONDOMINIUM ASSOCIATION

Section 4.1 ARTICLES OF INCORPORATION AND BYLAWS. The operation of the condominium property shall be governed by the Articles of Incorporation and Bylaws of the association, copies of which are attached hereto and made a part hereof as Exhibits "D" and "E" respectively. The Articles of Incorporation and Bylaws may be modified or amended as provided in said documents. No amendments to the Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

Section 4.2 MEMBERSHIP IN ASSOCIATION.

(a) The association was created to perform the acts and duties of the management of the units and common elements defined and described in this Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.

(b) All unit owners shall automatically be members of the association, and said membership shall terminate when they no longer own said units.

(c) Subject to any provision of the Bylaws of the association applicable thereto, each unit (and the owners thereof) shall be entitled to one vote in the conduct of the affairs of the association.

Section 4.3 POWERS AND RESPONSIBILITIES OF ASSOCIATION.

(a) The operation of the Condominium shall be vested in the association.

(b) The powers and duties of the association shall include those set forth in the Articles of Incorporation and Bylaws of the association as well as all of the powers and duties set forth in the Condominium Act.

Section 4.4 TRANSFER OF ASSOCIATION CONTROL. The election of unit owners other than the developer to the board of directors of the association as well as the transfer of control of the association to the unit owners other than the developer shall be as is provided under Section 710.301 of the Condominium Act and the Bylaws of the association.

ARTICLE 5

COMMON EXPENSES AND COMMON SURPLUS

Section 5.1 DEFINED. Common expenses shall include the costs of carrying out the powers and duties of the association, and any other expenses designated as common expenses by this Declaration and the Bylaws, including, but not limited to the following:

(a) The costs of operation, maintenance, repair, and replacement of the common elements and limited common elements, except as herein provided.

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(b) Fire and other casualty and liability insurance as set forth in the Declaration.

(c) Costs of management of the condominium and administrative costs of the association including professional fees and expenses.

(d) Costs of water, electricity and other utilities which are not metered to the individual units.

(e) The costs of additions, repairs, alterations or improvements, or purchases by the association of additional lands, leaseholds or other possessory or use rights in land or facilities, purchased as part of the common elements for the benefit of all the members.

Section 5.2 PAYMENT. Funds for the payment of common expenses shall be assessed against unit owners in the percentage of sharing common elements as provided in Section 2.2 hereinabove.

Section 5.3 SURPLUS. The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

ARTICLE 6

ASSESSMENTS; LIENS

Section 6.1 POWER TO ASSESS. The association, through its board of directors, subject to the provisions of the Bylaws applicable thereto, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property.

Section 6.2 INTEREST ON ASSESSMENTS. The board of directors of the association, in its complete discretion, shall have authority to impose interest on assessments and installments thereon not paid when due at a rate not in excess of the highest legal contract rate allowed in the State of Florida.

Section 6.3 LIEN. The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien, including trial or appellate levels. The lien validity shall be as prescribed in F.S. §718.116 (1984).

Section 6.4 PROCEDURE. The association shall be governed by the provision of Section 718.116 of the Condominium Act and Article 8 of the Bylaws in enforcing its rights hereunder.

Section 6.5 MORTGAGEE RIGHTS. Where an institutional mortgagee of a condominium unit obtains title to the condominium parcel as a result of foreclosure of its mortgage, or where an institutional mortgagee of record accepts a deed to said condominium its successors and assigns, shall not be liable for the share of common expenses or assessment by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquired, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Section 6.6 PROVISIO. Except as set forth in Section 6.5, no unit owner may be excused from the payment of his proportionate share

of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment. Notwithstanding anything herein to the contrary, the developer shall be excused from the payment of the share of the common expenses and assessments related to those units owned by the developer for a period which shall terminate the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the developer shall pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners. Additionally, the developer has reserved the right to be excused from the payment of his share of the common expenses by guaranteeing the assessment levels in accordance with the provisions of Florida Statute 718.116 (8)(a)(2).

ARTICLE 7

OBLIGATIONS AND RESTRICTIONS

Section 7.1 DUTY TO COMPLY. Each unit owner, the guests, invitees, or tenants of every unit owner shall have any obligation and duty to comply with terms of this Declaration as well as the Bylaws and rules and regulations of the association.

Section 7.2 USE OF CONDOMINIUM UNIT. Condominium units shall be used and occupied by the respective owners and tenants thereof as private single family residences for themselves, their families and social guests, and for no other purpose, except where specific exemptions are made in this Declaration. The term "single family" shall mean one or more persons related by blood, marriage or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit. In order to provide for a congenial occupation of the condominium and to provide for the protection of the value of the units, the use of the property shall be restricted in accordance with the following provisions:

(a) No unit may be used for transient or hotel purposes;

(b) The number of permanent occupants of a unit by a single family shall not exceed the following:

Unit Type	Total Number of Occupants
	Per Unit
A	2
B	4
C	4
D	4

(c) The sale, rental, lease or transfer of any unit shall be subject to the provisions of Article 11 of the Bylaws.

(d) Reasonable rules and regulations concerning the use of the condominium property and especially the common elements may be promulgated by the association pursuant to the Bylaws. Copies of all rules and regulations shall be furnished to all unit owners.

ARTICLE 8

DEVELOPER'S RIGHTS AND PRIVILEGES

Section 8.1 DEVELOPER'S USE OF UNITS. Any provisions of this Declaration and any exhibits attached thereto respecting sale, rental, lease or transfer of condominium units shall not be applicable to the developer who is submitting the condominium property to the condominium form of ownership. The developer has and reserves the right to sell, lease, rent, devise, or otherwise transfer condominium units and parcels to any purchaser or lessee approved by it, subject, however, to any applicable use restrictions herein provided. In the event there are unsold units, the developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium units except as elsewhere herein provided. The deve-

loper may sell, lease, and/or rent parcels owned by it to any person or persons whomsoever without any restrictions whatsoever (including, but not limited to association approval of same) notwithstanding anything to the contrary contained in this Declaration, Articles of Incorporation, Bylaws and rules and regulations.

Section 8.2 CONSTRUCTION ON THE PROJECT. During such time as the developer is in the process of construction of any portion of the project, the developer reserves the rights to prohibit access to any portion of the common elements to any persons, including unit owners, and to utilize various portions of the common elements in connection with such construction and development. No unit owner or its guests, or invitees shall in any way interfere or hamper the developer, including its employees, in connection with such construction. Thereafter, during such time as the developer owns any units and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the developer. Furthermore, during the period of construction, the developer has the right to the exclusive use of all portions of the condominium property under construction to the exclusion of the unit owners.

Section 8.3 SALES ACTIVITY. The developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to, the right to maintain models, advertise on the premises, use the common elements and notwithstanding anything to the contrary contained herein, the developer may retain and use as sales offices, promotion and developmental offices, models, any units and common elements retained by the developer, or owned by the developer, or the use of which has been reserved by the developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the developer against the association or any of the unit owners other than the developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

Section 8.4 ALTERATION OF CONDOMINIUM PROPERTY. The developer reserves the right to change the interior design and arrangement of all units or to alter the boundaries between the units so long as the developer owns the units so altered, and reserves the right to alter easements to the common elements. No such change shall increase the number of units nor alter the boundaries of the common elements without amendments of this Declaration. If more than one unit is involved, the developer shall apportion between the units the shares of the common elements which are appurtenant to the units concerned.

Section 8.5 ACTIONS BY ASSOCIATION. During the period that the developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the association, either through act of its board of directors or its membership, without the developer's approval in writing:

(a) Assessments of the developer as a unit owner for capital improvements;

(b) Any action by the association that would be detrimental to the sale of units by the developer; however, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units for the purpose of this paragraph, except that any assessments shall never be more than the actual sums necessary to pay for the current operating expenses. If the assessment is in excess of the actual operating costs incurred, although this is expressly prohibited by this provision, the developer shall be excused from paying such excess amount and if such excess is paid, the association shall refund such excess to the developer upon demand; and

(c) Reassignment of any parking spaces previously assigned to a unit owner by the developer.

Section 8.6 PURPOSE OF RIGHTS RESERVATION. The developer

reserves every right necessary or desirable relative to common elements and the condominium property in general for the following purposes:

- (a) Creation, amendment, or termination of easements to alter existing improvements or for the purposes of utilities and ingress and egress, without the joinder or approval of the association, unit owners, mortgagees and/or lienors;
- (b) Furnishing of the condominium property;
- (c) The sale, lease, rental, or mortgage of the condominium units, and
- (d) Assignment of parking spaces to unit owners during the period of time that the developer holds any units for sale in the ordinary course of business.

Section 8.7 AMENDMENT. This Article 8 may not be amended without the prior written consent of the developer. Notwithstanding anything to the contrary herein, the developer reserves the right to amend the Declaration and any exhibits thereto so as to correct any errors or omissions not affecting the rights of unit owners, mortgagees, or lienors. Any amendment enacted pursuant to this paragraph by the developer need not be executed and acknowledged only by the developer and need not be approved by the association, unit owners, mortgagees and/or lienors, whether or not elsewhere required for amendments, except the approval shall be obtained from any institutional mortgagees covering any specific units affected.

ARTICLE 9

EMINENT DOMAIN

Section 9.1 UNIT ACQUISITION. If a unit is acquired by eminent domain, or if part of a unit is acquired by eminent domain leaving the unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the unit owner for his unit and its common element interest, whether or not any common element interest is acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire common element interest, votes in the association, and common expense liability are automatically reallocated to the remaining units in proportion to the respective interests, votes, and liability of those units before the taking, and the association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection is thereafter a common element.

Section 9.2 REALLOCATION. Except as provided in subsection 9.1, if part of a unit is acquired by eminent domain, the award must compensate the unit owner for the reduction in value of the unit and its element interest. Upon acquisition, (a) that unit's common element interest, votes in the association, and common expense liability are reduced in proportion to the reduction in the size of the unit, or on any other basis specified in the Declaration, and (b) the portion of common element interest, votes, and common expense liability divested from the partially acquired unit are automatically reallocated to that unit and the remaining units in proportion to the respective interests, votes and liabilities of those units before the taking, with the partially acquired unit participating in the reallocation on the basis of its reduced interests, votes and liabilities.

Section 9.3 ACQUISITION OF COMMON ELEMENTS. If a part of the common elements is acquired by eminent domain, the award must be paid to the association. The association shall divide any portion of the award not used for any restoration or repair of the remaining common elements among the unit owners in proportion to their respective common element interests before the taking, but the portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the units to which that limited common element was allocated at the time of acquisition, or in any

manner the Declaration provides.

Section 9.4 RECORDATION. The court decree shall be recorded in every county in which any portion of the condominium is located.

ARTICLE 10

TERMINATION OF CONDOMINIUM

Section 10.1 VOTE REQUIRED. Except in the case of taking of all the units by eminent domain, a condominium may be terminated only by agreement of unit owners of units to which at least ninety (90%) percent of the votes in the association are allocated.

Section 10.2 PROCEDURE. An agreement of unit owners to terminate a condominium must be evidenced by their execution of a termination agreement or ratification thereof. If, pursuant to a termination agreement, the real estate constituting the condominium is to be sold following termination, the termination agreement must set forth the terms of the sale. A termination agreement and all ratifications thereof must be recorded in every county in which a portion of the condominium is situated, and is effective only upon recordation.

Section 10.3 OWNERSHIP AFTER TERMINATION. If the real estate constituting the condominium is not to be sold following termination, title to the real estate, upon termination, vests in the unit owners as tenants in common in proportion to their respective interests as provided in Section 10.5, and liens on the units shift accordingly. While the tenancy in common exists, each unit owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his unit.

Section 10.4 DISTRIBUTION OF ASSETS. Following termination of the condominium, after payment of or provision for the claims of the association's creditors, the assets of the association shall be distributed to unit owners in proportion to their respective interests as provided in Section 10.5.

Section 10.5 UNIT OWNER INTEREST. The respective interests of unit owners referred to in Section 10.3 and 10.4 are as follows:

(a) Except as provided in Section 10.5 (b), the respective interests of unit owners are the fair market values of their units, limited common elements, and common element interests immediately before the termination, as determined by one or more independent appraisers selected by the association. The decision of the independent appraisers shall be distributed to the unit owners and becomes final unless disapproved within thirty days after distribution by unit owners of units to which twenty-five (25%) percent of the votes in the association are allocated. The proportion of any unit owner's interest to that of all unit owners is determined by dividing the fair market value of that unit owner's unit and common element interest by the total fair market values of all the units and common elements.

(b) If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all unit owners are their respective common element interests immediately before the termination.

ARTICLE 11

AMENDMENT OF DECLARATION

Section 11.1 PROCEDURE. This Declaration may be modified or amended by notice of the subject matter of the proposed amendment being included in the notice of any meeting at which a proposed amendment is considered. An amendment may be proposed by either the board or by seventy-five (75%) percent of the entire membership of the board of directors and sixty-six and two thirds (62 2/3%) percent of the members of the association.

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Section 11.2 ALTERNATE. In the alternative to the procedure set forth above, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of the county where the Condominium is located.

Section 11.3 RECORDATION. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the same formality as that of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of the county where the Condominium is located.

Section 11.4 PROVISIO. Provided, however, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

Section 11.5 DEVELOPER AMENDMENT. Anything herein to the contrary notwithstanding, the developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal one hundred (100%) percent or if more than one hundred (100%) percent of the common elements or common expenses or ownership of the common surplus shall have been distributed. The developer may amend legal description (or descriptions) as an amendment to this Declaration among the public records of the county where the Condominium is located, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise) in addition to the corrected legal description. Such amendment (or amendments) need be executed and acknowledged only by the developer and need not be approved by the association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the affected mortgagee. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make the description such as is contained in the new amendment.

ARTICLE 12

MISCELLANEOUS

Section 12.1 INVALIDITY. If any provisions of this Declaration, or of the Bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

Section 12.2 GENDER. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for

The operation of Condominium in accordance with the laws made and provided for the same.

Section 12.3 BINDING. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein or in the Condominium Act, and shall be binding upon all unit owners and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Bylaws of the association. Both burdens imposed and the benefits granted shall run with each unit and interests in the common elements.

Section 12.4 HEADNOTES. The headnotes to the sections of this Declaration are inserted only as a matter of convenience and for reference, and in no way confine, limit, or describe the scope or intent of any section of this Declaration, nor in any way affect this Declaration.

IN WITNESS WHEREOF, J.B. Grammatico has caused this Declaration of Condominium to be signed this 18 day of February 1985.

Signed, sealed and delivered in the presence of:

DEVELOPER

HEATHER DEVELOPMENT CORPORATION

BY: J.B. Grammatico, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18 day of February, 1985, by J.B. Grammatico, as President of HEATHER DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 14, 1989
BONDED THRU GENERAL LYS. ORD.

LAKE HEATHER HEIGHTS

a Condominium

LEGAL DESCRIPTION

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the public records of Pinellas County, Florida, and part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the Northeast quarter of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof in Plat Book 3, page 15 of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the East boundary of said Section 25, (centerline of County Road No. 70, Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet to a point on the west right-of-way line of County Road No. 70, Belcher Road, for a Point of Beginning; thence S 00°15'50" E, along said west right-of-way line, 127.91 feet; thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, along said west right-of-way line 164.62 feet; thence N 89°17'41" W, 270.00 feet, thence N 00°42'19" E, 50.00 feet; thence N 89°17'41" W, 338.08 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION; thence S 89°18'46" E, along said north boundary, 612.35 feet, to the Point of Beginning, containing 3.7035 acres, more or less.

Subject to an Easement retained by Developer for ingress, egress, drainage, sewer and a general purpose utility easement over the property commonly referred to as Betty Drive (or East Betty Drive), and more particularly described as follows:

A part of Lot 32, PINELLAS GROVES SUBDIVISION of the N.E. ¼ of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S 00°15'50" E, along said right-of-way line, 127.91 feet, thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, 114.62 feet for a Point of Beginning; thence S 00°15'50" E, continuing along said west right-of-way line 50.01 feet; thence N 89°17'41" W, 270.00 feet, thence N 00°42'19" E, 50.00 feet; thence S 89°17'41" E, 269.15 feet, to the Point of Beginning.

Which Easement is perpetually reserved to Developer, it's heirs, successors, assigns, guests, customers, invitees, and to the same extent for all of the owners of the adjoining southerly 7.5 (MOL) acres, generally described as follows:

Lots 31 and 32, of the PLAT OF PINELLAS GROVES, as recorded in Plat Book 3, page 15, of the Public Records of Pinellas County, Florida, in the Northeast ¼ of Section 25, Township 28 South, Range 15 East; less and except the portions thereof transferred to the State of Florida or other governmental authorities for road right-of-way purposes.

CONTINUED NEXT PAGE

AND Subject to an easement retained by Developer for drainage, retention and detention over the following described property:

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the Public Records of Pinellas County, Florida and a part of Lot 31, PINELLAS GROVES SUBDIVISION of the N.E. $\frac{1}{4}$ of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S $00^{\circ}15'50''$ E, along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N $89^{\circ}18'46''$ W, 589.64 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION, for a Point of Beginning; thence S $00^{\circ}41'14''$ W, 47.72 feet; thence S $23^{\circ}20'00''$ E, 93.50 feet; thence S $29^{\circ}40'25''$ E, 48.30 feet; thence S $47^{\circ}07'44''$ E, 43.61 feet; thence S $81^{\circ}37'34''$ E, 32.21 feet; thence S $00^{\circ}42'19''$ W, 33.97 feet; thence N $89^{\circ}17'41''$ W, 195.28 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N $00^{\circ}17'28''$ W, along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2, of said EVANS SUBDIVISION; thence S $89^{\circ}18'46''$ E, along said north boundary, 72.72 feet, to the Point of Beginning.

Which easement is perpetually reserved to Developer, it's heirs, successors, assigns, guests, customers, invitees, and to the same extent for all of the owners of the adjoining southerly 7.5 (MOL) acres, generally described as follows:

Lots 31 and 32, of the PLAT OF PINELLAS GROVES, as recorded in Plat Book 3, page 15, of the Public Records of Pinellas County, Florida, in the Northeast $\frac{1}{4}$ of Section 25, Township 28 South, Range 15 East; less and except the portions thereof transferred to the State of Florida or other governmental authorities for road right-of-way purposes.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the property commonly referred to as Betty Drive West and more particularly described as follows:

A part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the N.E. $\frac{1}{4}$ of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S $00^{\circ}15'50''$ E, along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N $89^{\circ}18'46''$ W, 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S $00^{\circ}15'50''$ E, along said right-of-way line, 127.91 feet; thence N $89^{\circ}17'41''$ W, 5.00 feet; thence S $00^{\circ}15'50''$ E, continuing along said west right-of-way line, 114.62 feet; thence N $89^{\circ}17'41''$ W, 269.15 feet, for a Point of Beginning; thence S $00^{\circ}42'19''$ W, 50.00 feet; thence N $89^{\circ}17'41''$ W, 337.21 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N $00^{\circ}17'28''$ W, along said west boundary, 50.01 feet; thence S $89^{\circ}17'41''$ E, 338.08 feet, to the Point of Beginning.

Subject to proposed and for existing ingress, egress, drainage and/or utility easements, and the Developer reserves the right to grant additional easements as deemed necessary to serve the Condominium Property and adjoining properties.

EXHIBIT "A"

LAKE HEATHER HEIGHTS

a Condominium

LEGAL DESCRIPTION

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the public records of Pinellas County, Florida, and part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the Northeast quarter of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof in Plat Book 3, page 15 of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the East boundary of said Section 25, (centerline of County Road No. 70, Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet to a point on the west right-of-way line of County Road No. 70, Belcher Road, for a Point of Beginning; thence S 00°15'50" E, along said west right-of-way line, 127.91 feet; thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, along said west right-of-way line 164.62 feet; thence N 89°17'41" W, 270.00 feet, thence N 00°42'19" E, 50.00 feet; thence N 89°17'41" W, 338.08 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION; thence S 89°18'46" E, along said north boundary, 612.35 feet, to the Point of Beginning, containing 3.7035 acres, more or less.

Subject to proposed and for existing ingress, egress, drainage and/or utility easements, and the Developer reserves the right to grant additional easements as deemed necessary to serve the Condominium Property and adjoining properties.

EXHIBIT "A"

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

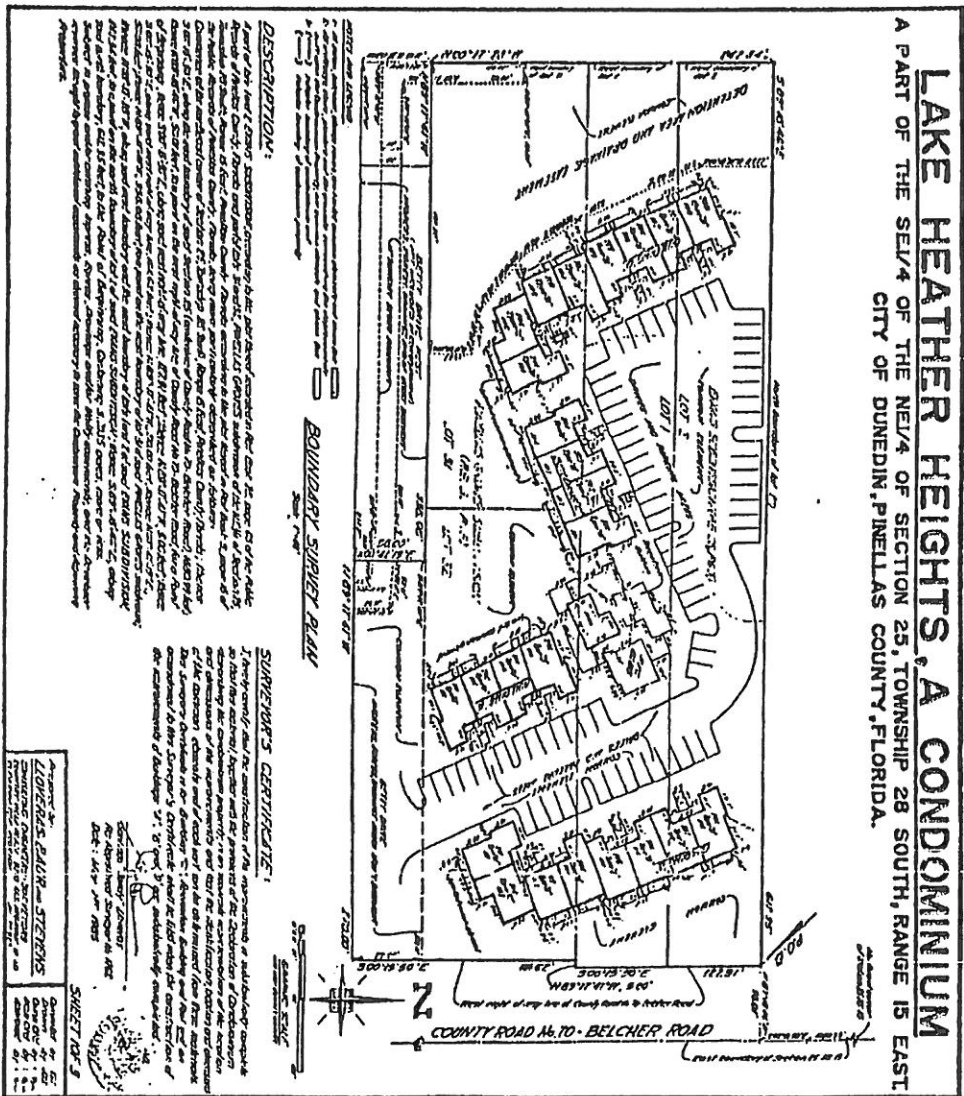
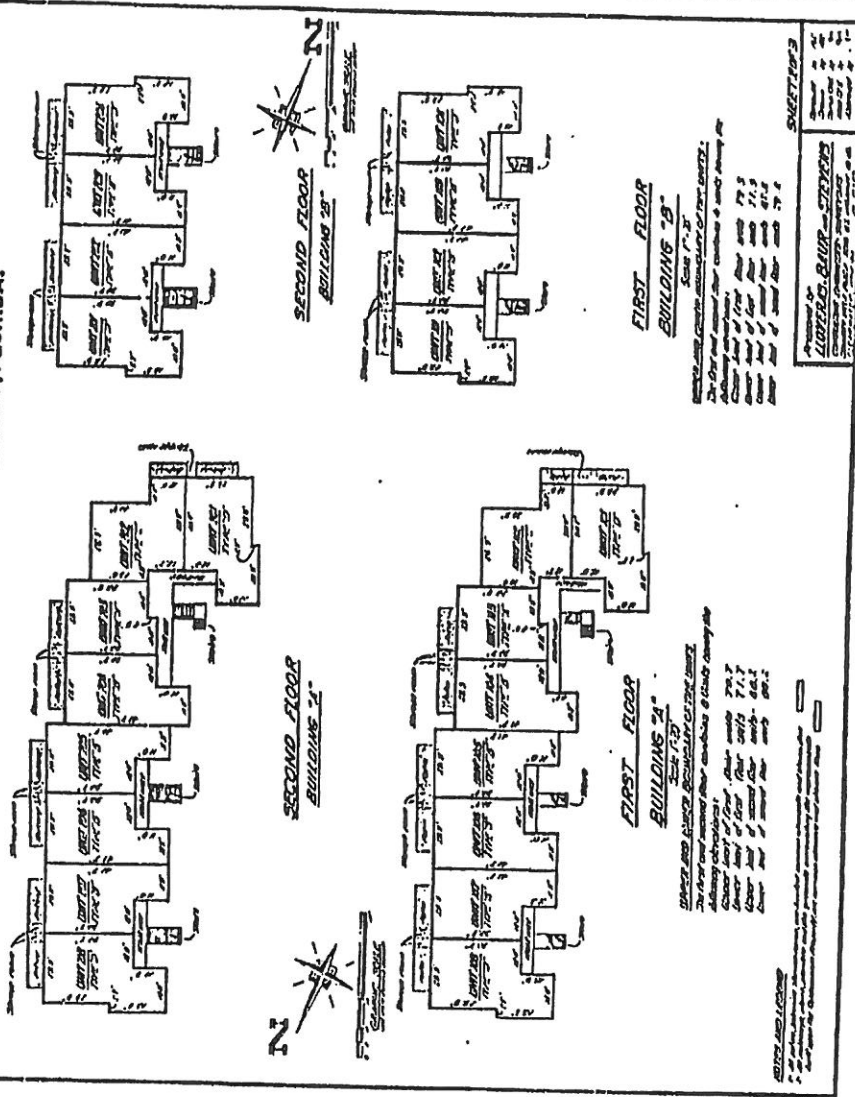


EXHIBIT "1B"

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.

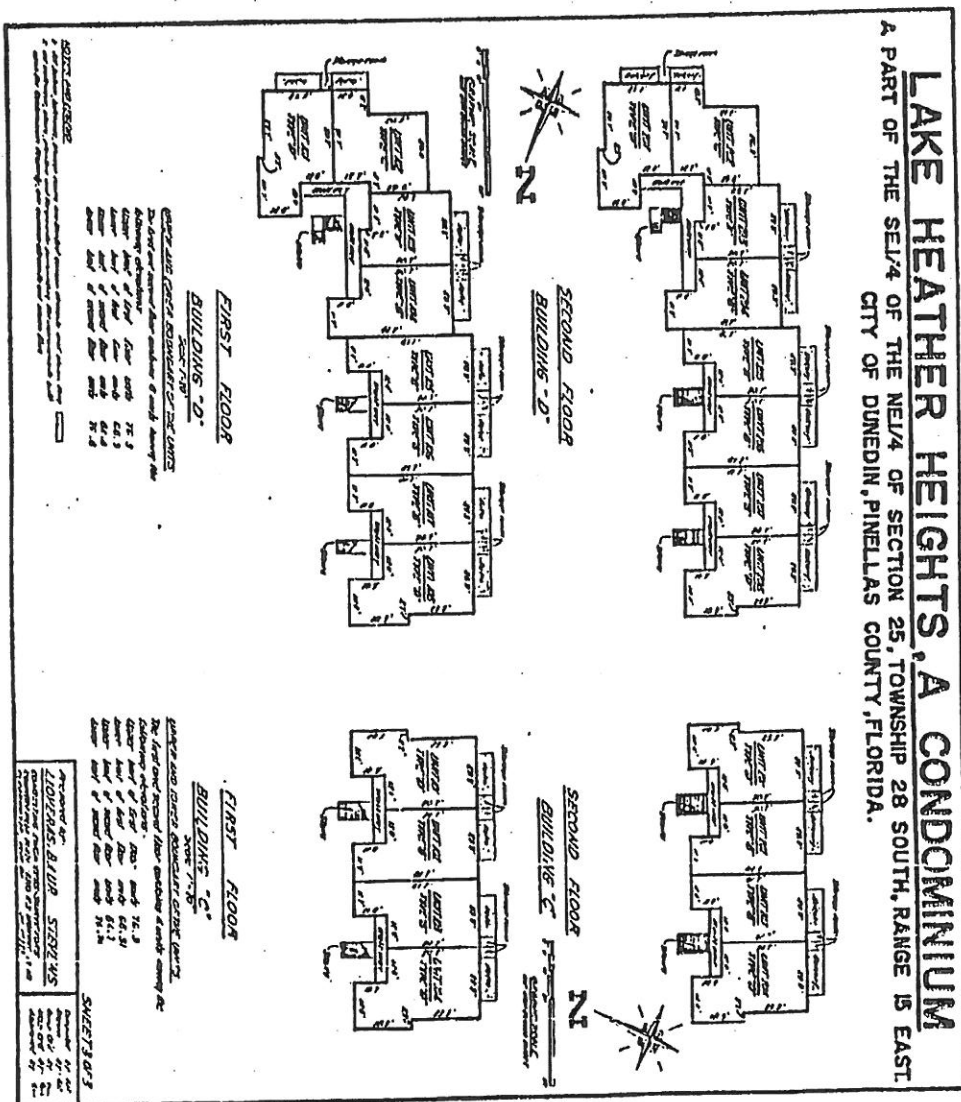
LAKE HEATHER HEIGHTS, A CONDOMINIUM

A PART OF THE SE1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST.
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA.



O.R. 5088 PLOT 1101

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUALITY
AND MAY BE ILLEGIBLE.



LAKE HEATHER HEIGHTS
A CONDOMINIUM

SIZE AND DESCRIPTION OF UNITS
AND PHASES IN THE CONDOMINIUM

1. Lake Heather Heights contains the following described condominium units:

1.1 Total number of residential buildings - FOUR (4)

1.2 Number of units per building:

<u>Building</u>	<u>Unit Type</u>				<u>Number of Units per Building</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	
A	A - 2	B - 8	C - 2	D - 4	16
B	B - 4	D - 4			8
C	B - 4	D - 4			8
D	A - 2	B - 8	C - 2	D - 4	16

Total Units 48

EXPLANATION

<u>Unit Type</u>	<u>Living Area</u>	<u>Plan Name per Brochure</u>	<u>Description</u>
A	740 square ft.	Hearthstone	one bedroom/ one bath
B	904 square ft.	Faircrest	two bedroom/ two bath
C	974 square ft.	Heritage	two bedroom/ two bath
D	970 square ft.	Highlander	two bedroom/ two bath

ALL DIMENSIONS ARE APPROXIMATE

ARTICLES OF INCORPORATION
OF
LAKE HEATHER HEIGHTS
CONDOMINIUM ASSOCIATION, INC.

(a Florida not for profit corporation)

FILED
MAR 3 8 11 AM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 2

DEFINITIONS

Section 2.1 The terms used in these Articles of Incorporation shall be defined in accordance with Chapter 718, Florida Statutes and as follows unless the context otherwise requires:

- (a) Articles: This document.
- (b) Association: Lake Heather Heights Condominium Association, Inc.
- (c) Board: The board of directors for the association.
- (d) Bylaws: The Bylaws of the association.
- (e) Condominium: Lake Heather Heights, a Condominium.
- (f) Condominium Act: Chapter 718, Florida Statutes.
- (g) Declaration: The Declaration of Condominium for the condominium.
- (h) Developer: Heather Development Corporation.
- (i) Turnover: Where, as provided and allowed, by the Condominium Act and the Declaration, the developer has transferred control of the association to a board, the majority of whom have been elected by the members of the association.

Section 2.2 Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE 3

PURPOSE

The purpose for which the association is organized is to provide any entity for the operation of the condominium to be created pursuant to the Condominium Act.

ARTICLE 4

QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

Section 4.1 The members of the association shall constitute all the record owners of residential condominium units in the condominium.

Section 4.2 A change of membership in the association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

ARTICLE 5

POWERS AND DUTIES

The association shall have the following powers:

Section 5.1 All of the powers and duties provided by Chapter 617, Florida Statutes (or its successors) to a corporation not for profit, except as limited by the Declaration, or the Bylaws.

Section 5.2 All of the powers and duties provided to a condominium association by the Condominium Act (including the operation of more than one condominium) except as may be limited by the Declaration, these Articles, or the Bylaws. Anything herein to the contrary notwithstanding however, any limitation of the Condominium Act provided in the Declaration, these Articles or the Bylaws, shall not be effective if inconsistent or in conflict with the provisions of the Condominium Act.

Section 5.3 The powers of the association shall specifically include the following:

- (a) adopt and amend Bylaws and rules and regulations;
- (b) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (c) hire and terminate managing agents and other employees, agents, and independent contractors;
- (d) institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;
- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement, and modification of common elements;
- (g) cause additional improvements to be made as part of the common elements;
- (h) acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
- (i) grant easements, leases, licenses, and concessions through or over the common elements;
- (j) impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than limited common elements described in the Declaration;

(k) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the association;

(l) impose reasonable charges for the preparation and recordation of amendments to the Declaration, information supplied to sellers or prospective purchasers of a condominium unit, or preparation of statements of unpaid assessments;

(m) provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

(n) exercise any other powers conferred by the Declaration or Bylaws;

(o) exercise all other powers that may be exercised in this State by legal entities of the same type as the association; and

(p) exercise any other powers necessary and proper for the governance and operation of the association.

Section 5.4 Except as limited by the Declaration, these Articles or the Bylaws, the powers and duties of the association may be effected through the actions of the board without the concurrence or ratification by the members of the association.

ARTICLE 6

CORPORATE EXISTENCE

The association shall have perpetual existence.

ARTICLE 7

SUBSCRIBERS

The names and addresses of the subscribers to these articles are:

NAMES:	ADDRESSES:
J. B. Grammatico	2166 Drew Street Clearwater, Florida 33575
Martha Charon	2166 Drew Street Clearwater, Florida 33575
Daniel J. Grammatico	2166 Drew Street Clearwater, Florida 33575

ARTICLE 8

BOARD OF DIRECTORS

Section 8.1 The affairs of the association shall be managed by the board. The number of directors on the board may be changed from time to time as provided by the Bylaws, but their number shall never be less than three nor more than nine.

Section 8.2 The unit owner directors of the board shall be elected at the annual meeting of members of the association in the manner provided by the Bylaws.

Section 8.3 All members of the board elected by unit owners shall be members of the association, except as is provided in the Bylaws. Any member of the board appointed by the developer need not be a member of the association.

Section 8.4 The first election of directors to the board shall

not be held until after the developer has closed the sale of, and the unit owners, other than the developer, own fifteen (15%) percent or more of the units that will be operated ultimately by the association, and at that time the unit owners, other than the developer, shall be entitled to elect not less than one-third of the members of the board of the association. The directors named in these Articles shall serve until the first election of directors and any vacancies shall be filled as is provided by the Bylaws.

Section 8.5 The names and addresses of the members of the first board are as follows:

NAMES:	ADDRESSES:
J. B. Grammatico	2166 Drew Street Clearwater, Florida 33575
Martha Charon	2166 Drew Street Clearwater, Florida 33575
Daniel J. Grammatico	2166 Drew Street Clearwater, Florida 33575

ARTICLE 9

OFFICERS OF ASSOCIATION

Section 9.1 The affairs of the association shall be administered by a president, a vice-president, a secretary and a treasurer, and such other officers as the board may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of president and vice-president.

Section 9.2 Officers of the association shall be elected by the board at its first meeting following the annual meeting of the members of the association, and shall serve at the pleasure of the board.

Section 9.3 The names of the officers who shall serve until their successors are designated by the board are as follows:

President:	J.B. GRAMMATICO
Vice President:	DANIEL J. GRAMMATICO
Secretary:	MARTHA CHARON
Treasurer:	MARTHA CHARON

Section 9.4 The officers shall have such duties, responsibilities, and powers as provided by the Bylaws and the Condominium Act.

ARTICLE 10

INDEMNIFICATION

Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such director or officer may be entitled.

ARTICLE 11

BYLAWS

The board named in these Articles shall adopt Bylaws for the association. The Bylaws may be altered or rescinded by the board until a majority of the members of the board have been elected by the members of the association rather than developer appointed members of the board at which time the members of the association shall have the power to alter or rescind the Bylaws as further specified in the Bylaws.

ARTICLE 12

AMENDMENT TO ARTICLES

These Articles may be amended by the board until turnover of the association as provided by the Declaration and the Condominium Act has been effected. After turnover, these Articles shall be amended only by vote of a majority of the members of the association, at any meeting of the association duly called for such purposes and in conformance with the procedures for such meeting as is provided in the Bylaws; PROVIDED, HOWEVER, all proposed amendments to these Articles shall first be considered by the board at a duly constituted meeting with a majority of the board members voting to place the proposed amendment to these Articles before the membership of the association for adoption.

IN WITNESS WHEREOF, the subscribers have affixed their signatures hereto this 31st day of January, 1985.

J. B. GRAMMATICO (SEAL)

DANIEL G. GRAMMATICO (SEAL)

MARTHA CHARON (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Articles of Incorporation were acknowledged before me this 31st day of January, 1985, by J.B. GRAMMATICO, DANIEL J. GRAMMATICO, and MARTHA CHARON.

Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 28, 1986
BROUGHT FROM LIBRARY 1985, 1986.

**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,

however, during such time as the developer shall be entitled to elect members of the board, only the developer may remove or replace directors appointed by it.

Section 2.3 REMOVAL. Except as provided herein, directors may be removed, with or without cause, by an affirmative vote of a majority of the members at any regular or special meeting of the membership of the association.

Section 2.4 INITIAL BOARD OF DIRECTORS. The directors of the initial board shall hold office and exercise all powers of the board until the first election of the board, anything herein to the contrary notwithstanding; provided any or all said directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 2.5 POWERS OF BOARD OF DIRECTORS.

(a) The board shall effect all of the powers granted to the association by Chapter 617, Florida Statutes, by the Condominium Act, the Declaration or as granted by Article 5 of the Articles of Incorporation of the association, except as may be specifically prohibited therein or by these Bylaws. Anything herein to the contrary notwithstanding however, any limitation of the Condominium Act provided in the Declaration, the Articles or the Bylaws, shall not be effective if inconsistent or in conflict with the provisions of the Condominium Act.

(b) The board has the power to adopt and amend rules and regulations (the "regulations") as authorized by Section 5.3 (a) of the Articles, except the power to adopt or amend the regulations shall be limited so that all regulations and their amendments (except the initial regulations and their amendments) shall be repealed if written notice of an objection to any regulation or amendment is filed by a majority of the members within ninety days after notice of the adoption of the regulation or amendment is furnished to the members. The regulations of the association, until amended, shall be set forth in Exhibit "1" attached hereto by reference. Amended regulations shall be maintained by the Secretary and furnished to each member when changed by the board.

(c) The directors may, pursuant to Florida Statutes 617.10 (3) impose fines in such reasonable sums as they deem appropriate, not to exceed Fifty (\$50.00) dollars against unit owners for violations of the condominium documents, including the rules and regulations, by owners or their guests or lessees and to collect the same as an assessment. Each day of violation shall be a separate violation. No fine shall be imposed until the owner(s) has been given an opportunity to be heard before the board.

Section 2.6 MEETINGS.

(a) 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 then be present, or as soon thereafter as may be practicable.

(b) Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board of directors shall constitute a waiver of notice by him of the time and place thereof.

(c) Special meetings of the board may be called by the president on five days' notice to each director. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three directors.

(d) Notwithstanding the requirements as to notice contained above, all meetings of the board shall be open to members of the association and notices of such meetings stating the place and

time thereof shall be posted conspicuously at least forty-eight hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of any emergency such notice shall not be required. When the board of directors shall consider assessments against members, the notice of meeting shall contain a statement that assessments are an agenda item and shall describe the nature of the proposed assessments.

(e) 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 the directors present at the meeting at which there is a quorum shall be the act of the board except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of the board, the directors present at the meeting may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

(f) Each director shall have one vote and such voting may not be by proxy.

(g) Meetings of the board may be held by "conference call" so long as all those in attendance at the board meeting are able to hear and monitor (by loud speaker or other such device) the entire board meeting and the notice requirements of the section are satisfied.

Section 2.7 ORDER OF BUSINESS. The order of business at all meetings of the board shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting.
- (d) Consideration of communications.
- (e) Resignations and elections.
- (f) Reports of officers and employees.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) Original resolutions and new business.
- (j) Adjournment.

Section 2.8 COMPENSATION. No person shall receive any compensation from the association for acting as a director.

Section 2.9 ANNUAL STATEMENT. The board will present, not less often than at the annual meeting, a full and clear statement of the business and condition of the association.

ARTICLE 3

OFFICERS

Section 3.1 DESIGNATION. The principal officers of the association shall be the president, the vice-president, the secretary and the treasurer, all of whom shall be elected by the board of directors. The board of directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice-president, but no other officers, need be members of the board of directors. Any two offices may be held by the same person, except the offices of president and vice-president. The office of vice-president may be vacant.

Section 3.2 ELECTION OF OFFICERS. The officers of the association shall be elected annually by the board of directors at the organization meeting of each new board of directors and shall hold office at the pleasure of the board of directors.

Section 3.3 REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor may be

(k) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration. Such amendment shall divest the association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

Section 2.7 LIMITED COMMON ELEMENTS.

(a) There are limited common elements appurtenant to each of the units in this condominium, such as balconies, storage areas on balconies and entrance ways as shown and reflected on the Floor and Plot Plans set forth on Exhibit "B" attached hereto.

(b) These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant.

(c) Notwithstanding the ownership or use rights of various portions of the common elements and limited common elements, the provisions of the bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the association.

ARTICLE 3

EASEMENTS

Section 3.1 EASEMENT FOR INGRESS AND EGRESS THROUGH COMMON ELEMENTS, ACCESS TO UNITS AND SUPPORT.

(a) Each unit owner is hereby granted an easement in common with each other unit owner for ingress and egress through all common elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the association. Each condominium unit is hereby burdened with and subject to an easement for ingress and egress through all common elements by persons lawfully using or entitled to the same.

(b) The developer reserves in favor of the developer and the managing agent and/or any other person authorized by the board the right of access to any unit. In case of emergency, such entry shall be immediate whether or not the unit owner consents or is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty-related work whether or not the unit owner consents or is present at the time.

(c) Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

Section 3.2 UTILITIES. Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium property. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

Section 3.3. ENCROACHMENTS. In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

the absence of express notice of the designation of a specific person by the board of directors or Bylaws of the owning corporation. A partnership in the absence of express notice of the designation of a specific person by the owning partnership. The directors may require reasonable evidence that a person voting on behalf of a corporate owner or partnership owner is qualified so to vote.

ARTICLE 5

MEETING OF MEMBERSHIP

Section 5.1 ANNUAL MEMBERS' MEETING. The annual members' meeting shall be held at a time and place designated by the board. The meeting shall be held in May of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

Section 5.2 SPECIAL MEETINGS.

(a) Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president and shall be called by the president or secretary at the request, in writing, of one-third of the members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

Section 5.3 RIGHT TO VOTE.

(a) At any meeting of the members, every vote may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and any adjournments thereof but in no event shall any proxy be valid for a period longer than ninety days after the date of the first meeting for which it was given, and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

(b) The appearance at any meeting of any member of the association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such member.

Section 5.4 VOTE REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 5.5 QUORUM. A quorum at members' meetings shall consist of persons entitled to cast majority of the votes of the entire membership of the association, including those members present in person and those represented by written proxy.

Section 5.6 WAIVER AND CONSENT. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such a meeting were held, shall consent in writing to such action being taken.

Section 5.7 THE ORDER OF BUSINESS. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice and meeting or waiver of

- notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 5.8 ELECTION OF NEW DIRECTORS. Within sixty days after unit owners other than the developer are entitled to elect a member or members of the board (as defined by Section 718.301 of the Condominium Act) the association shall call and give not less than thirty days nor more than forty days' notice of a membership meeting to be held for the purpose of electing such new directors. Such meeting may be called and notice given by any unit owner if the association shall fail to do so in the time required.

Section 5.9 TURNOVER MEETING. Prior to, or not more than sixty days after unit owners other than the developer are entitled to elect a majority of the members of the board, a membership meeting shall be held for the purpose of relinquishing control of the association from the developer to the members and to delivering to the association the property of the unit owners and of the association held by or controlled by the developer.

ARTICLE 6

NOTICES

Section 6.1 DEFINITION. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean a 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 postpaid envelope addressed to the address of the director or member as it appears on the books of the association.

Section 6.2 SERVICE OF NOTICE: WAIVER. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, 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 the equivalent thereof.

Section 6.3 NOTICE. Written notice of any annual or special meeting of members, stating time, place and objective thereof, together with all of the names of the candidates for board membership, if applicable, shall be served upon or mailed to each member entitled to vote at such address as appears on the books of the association. As to any annual meeting, fourteen days' advance written notice shall be given to each member. The post office certificate of mailing shall be retained as proof of such mailing. In addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen days prior to such meeting. As to any special meeting, five days' advance written notice shall be given to each member. Notice to members of board meetings shall be as is provided by Section 2.6 of these Bylaws.

Section 6.4 ACTION BY ASSOCIATION WITHOUT A MEETING. Any action required by Florida Statutes, these Bylaws, or the Articles of Incorporation of this association to be taken at any annual or special meeting of members of the association, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members of the association having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the members entitled to vote thereon were present and voted.

FISCAL MANAGEMENT

Section 7.1 ACCOUNTS. The receipts and expenditures of the association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) Receipts from assessments and other sources;
- (b) Costs for security;
- (c) Professional and management fees and expenses;
- (d) Taxes;
- (e) Costs for recreation facilities;
- (f) Expenses for refuse collection and utility services;
- (g) Expenses for lawn care;
- (h) Costs for building maintenance and repair;
- (i) Insurance costs;
- (j) Administrative and salary expenses; and
- (k) General reserves, maintenance reserves, and depreciation reserves.

Section 7.2 BUDGET. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. The adoption of a budget shall comply with the requirements hereinafter set forth:

(a) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(b) Proposed Annual Budget. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification including, as appropriate, the items required by Section 718.504 (20) of the Condominium Act. Additionally, the budget shall reflect reserve accounts for capital expenditures and deferred maintenance, including but not limited to, roof replacement, building painting and pavement resurfacing. The reserve accounts established shall be computed by formula which is based on the estimated life and estimated replacement cost of each reserve item. In the event the members have determined by a vote of the majority of the members present at a properly called meeting to provide no reserves or to provide reserves less than adequate than required herein, the requirement for reserve accounts shall not be applicable to the extent the members so acted.

(c) Adoption of Budget by Unit Owners. If a budget is adopted by the board of directors which required assessments against the unit owners in any year exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held within thirty days of delivery of such application to the board of directors or any member thereof. A notice of the special meeting shall be given to all unit owners not less than ten days prior to the special meeting. The notice to the unit owners shall state that the purpose of the meeting is to consider and adopt a budget by the unit owners. The adoption of the budget by the unit owners shall require the affirmative vote of not less than a majority of all unit owners.

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(d) Approval of Budget by Unit Owners.

Notwithstanding the foregoing, the board of directors may propose a budget to the unit owners at a meeting of members at which a quorum is present in person or by proxy or by writing and if such budget or proposed budget be approved by a majority of the unit owners at the meeting or by a majority of their whole number by writing, such budget shall be adopted.

(e) Limitation. So long as developer is in

control of the board of directors of the association, such board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(f) Computation of Budget Limitation. In deter-

mining whether a budget requires assessment against unit owners in any year exceeding one hundred fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the board of directors for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium property.

(g) Insufficient Annual Assessments. In the event

the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors, providing the total assessments against the unit owners, including those as a result of the amended budget, do not exceed one hundred fifteen (115%) percent of the assessments against unit owners for the preceding year as computed according to Section 7.2 (f) of this Article. In the event the amended budget shall cause increase in the total assessments against the unit owners in excess of one hundred fifteen (115%) percent of said assessment for the preceding year, then the provisions of this Section 7.2 shall apply prior to the amended budget becoming effective.

(h) Special Assessments. At certain times the

necessity will arise to perform certain maintenance to the buildings, roadways, improvements, facilities, or structures comprising the condominium property, PROVIDING said maintenance and repair is not the result of an emergency, then in such event such maintenance and repair shall be anticipated and budgeted in the annual report for the year within which the work will be done. If the reserve funds maintained by association are inadequate to defray the cost of any such maintenance and repair or in the event the provisions for reserves have been deleted pursuant to Section 7.2 (b), the board of directors shall have the authority to levy a special assessment to pay said cost. The amount of such special assessment shall be apportioned among the owners of all units so that the amount to be paid by the owner or owners of each unit shall be that portion of such special assessment which bears the same ratio to said elements appurtenant to each unit as each unit bears to the total undivided interest in common elements appurtenant to all units.

(i) Furnishing of Financial Statements. Within

sixty days following the end of the fiscal or calendar year, the board of directors shall mail, or furnish by personal delivery to each member of the association a complete financial report of the actual receipts and expenditures for the prior twelve months. The report shall show the amounts of receipts by account and receipt classifications and shall show the amounts of expenses by account and expense classifications. Any holder of a first mortgage on a unit in the condominium shall be entitled, upon written request a copy of the afore-described financial statement.

Section 7.3 ASSESSMENTS. Assessments against the unit owners for their shares of the items of the budget shall be made against unit owners on an annual basis in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses pre-

viously incurred. Such annual assessment shall be divided into monthly installments and the payment shall be due on the first day of each month and shall be in default if not paid by the tenth day of each month. Each assessment against a unit shall also be the personal obligation of the owner at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by them, or required by applicable law.

Section 7.4 WORKING CAPITAL FUND. The developer, as the agent of the board will collect from each initial purchaser at the time of settlement a "working capital fund" equivalent to twice the estimated monthly assessment for common expenses for such purchaser's unit. The developer will deliver the funds so collected to the board to provide the necessary working capital for the association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the board may determine.

Section 7.5 DEPOSITORY. The depository of the association shall be such financial institutions as shall be designated from time to time by the directors and in which the monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

Section 7.6 AUDIT. An audit of the accounts of the association may be made from time to time as directed by the board of directors. A copy of any audit report received as a result of an audit shall be made available for inspection by unit owners and a copy of any such audit report shall be furnished to unit owners upon request.

ARTICLE 8

COMPLIANCE AND DEFAULT

Section 8.1 RELIEF. Each unit owner shall be governed by, and shall comply with, all of the terms of the Declaration, Articles, these Bylaws, and the Condominium Act. In addition to the remedies provided by the condominium documents and the Condominium Act, a default by a unit owner shall entitle the association, acting through its board of directors or through its authorized agent, to the following relief:

(a) **Additional Liability.** Each unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) **No Waiver of Rights.** The failure of the association, the board or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents or the Condominium Act shall not constitute a waiver of the right of the association, the board or the unit owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the association, the board or any unit owner pursuant to any term, provision, covenant or condition of the condominium documents or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the condominium documents or the Condominium Act or a law or in equity.

(d) Interest. In the event of a default by any unit owner in paying any sum assessed against his condominium unit within ten days from when it is due, interest at the highest rate allowable under the laws of the State of Florida may be imposed in the discretion of the board on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the rules and regulations adopted by the board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Condominium Act shall give the board the right, in addition to any other rights set forth in these Bylaws: (i) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the condominium documents shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the association, the board, the managing agent or, if appropriate, by any aggrieved unit owner and shall not constitute an election of remedies.

Section 8.2 LIEN FOR ASSESSMENTS.

(a) Lien. The total annual assessment of each unit owner for common expenses or any special assessment, or any other sum duly levied (including without limitation fines, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the condominium unit of such unit owner as provided in Section 718.116 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the association and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the unit owner of notice of such special assessment or levy. The board or its agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. Assessments shall be made against condominium units no less frequently than quarterly nor more often than monthly.

(b) Acceleration. In any case where an assessment against a unit owner is payable in installments, upon a default by such unit owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the board, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting unit owner and his mortgagee by the board or the agent of the board.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the State of Florida, by action in the name of the board, or the authorized agent of the board, acting on behalf of the association. During the pendency of such suit the unit owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver.

Section 8.3 SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any unit (and any penalties, interest on assessments, late charges or the like)

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shall be subordinate to, and shall in no way affect the rights of the holder of a mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of such subsequent assessment, which lien shall have the same effect and be enforce in the same manner as provided herein. Anything herein to the contrary notwithstanding, prior to recording a claim of lien, the association shall give all institutional mortgagee(s) notice of the lien and a period of ten days in which to cure any default alleged in the claim of lien by the association.

ARTICLE 9

INSURANCE

Section 9.1 AUTHORITY TO PURCHASE; NOTICE.

(a) Except as may be otherwise provided in the condominium documents, all insurance policies or bonds relating to the condominium property shall be purchased by the board as a common expense. The board, the managing agent (if any) and the developer shall not be liable for failure to obtain any coverage required by this Article 9 or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at a demonstrably unreasonable cost.

(b) Each such policy or bond shall provide that:

(1) The insured waives right to claim by way of subrogation against the developer, the association, the board, the managing agent (if any) or the unit owners, and their respective agents, employees, guests and, in the case of the unit owners, the members of their households;

(2) Such policy shall not be cancelled, invalidated or suspended due to the conduct of any unit owner (including his invitees, agents and employees) or of any member, officer or employee of the board or the managing agent (if any) without a prior demand in writing that the board or the managing agent (if any) cure the defect and neither shall have so cured such defect within sixty days after such demand;

(3) Such policy or bond may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least sixty days' prior written notice to the board or the managing agent (if any) and, in the case of physical damage insurance, to all mortgagees.

(c) The developer, so long as developer shall own any unit, shall be protected by all such policies as a unit owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in the State of Florida. Physical damage policies shall be in form and substance and with carriers acceptable to mortgagees holding a majority of the mortgages (based upon one vote for each mortgage owned).

(e) The deductible, if any, on any insurance policy purchased by the board shall be a common expense, except where the claim is for components of a unit.

(f) All policies of insurance shall show the Association as named insured, for the use and benefit of the individual unit owners.

(g) The "loss payable" clause should show the owners' association or the insurance trustee as a trustee for each unit owner and the holder of each unit's mortgage.

(h) All policies must also contain the standard mortgage clause and must name as mortgagee either FNMA or the servicer for the mortgages held by FNMA on units in the project. When a servicer is named as the mortgagee, its name should be followed by the phrase "its successors and assigns."

Section 9.2 PHYSICAL DAMAGE INSURANCE.

(a) The board shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring the entire condominium property (including all of the units and the bathroom and kitchen fixtures initially installed therein by the developer and the replacements thereto installed by the developer but not including furniture, wall coverings, furnishings or other personal property supplied or installed by unit owners), together with all air-conditioning and heating equipment and other service machinery contained therein, personal property and supplies belonging to the Association, and covering the interests of the association, the board and all unit owners and their mortgagees, as their interests may appear, (subject, however, to the loss payment and adjustment provisions in favor of the board as insurance trustee contained in Section 9.6), in an amount equal to one hundred (100%) percent of the then current replacement cost of the condominium property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the board with the assistance of the insurance company affording such coverage).

(b) Such policy shall also provide:

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so;

(2) To the extent available, the following provisions or endorsements (or equivalent): (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or unit owner or their agents when such act or neglect is not within the control of the insured, or the unit owners collectively; nor by any failure of the insured, or the unit owners collectively, to comply with any warranty or condition with regard to any portion of the condominium over which the insured, or the unit owners collectively, have no control; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction" or "condominium replacement cost"; (iv) "agreed amount" or elimination of co-insurance clause; and (v) "construction code endorsements" if any applicable construction code provision requires changes to undamaged portions of the buildings even when only part of the condominium property is destroyed by an insured hazard; (vi) that any applicable insurance trust agreement will be recognized; and

(3) That any "no other insurance" clause expressly exclude individual unit owners' policies from its operation so that the physical damage policy purchased by the board shall be deemed primary coverage and any individual unit owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the board hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any mortgagee requesting the same, at least thirty days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the board shall obtain an appraisal from an insurance company, or such other source as the board

may determine, of the then current replacement cost of the condominium property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 9.2. All mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the common elements in excess of one (1%) percent of the then current replacement cost of the condominium property. The mortgagee of a unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such unit.

Section 9.3 LIABILITY INSURANCE. The board shall obtain and maintain comprehensive general liability (including bodily injury, employment contract liability, libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance with coverage of at least One Million (\$1,000,000.00) Dollars for bodily injury and property damage or for such additional amounts as the board may from time to time determine, insuring each member of the board, the managing agent (if any), each unit owner and the developer against any liability to the public or to the unit owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the common elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the association; (iv) deletion of the normal products exclusion with respect to events sponsored by the association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a unit owner because of negligent acts of the association or of another unit owner. The board shall review such limits once each year, but in no event shall such insurance be less than One Million (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of primary limits shall also be obtained in an amount not less than Three Million (\$3,000,000.00) Dollars.

Section 9.4 OTHER INSURANCE. The board shall obtain and maintain:

(a) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the association and all others who handle, or are responsible for handling, funds of the association, including the managing agent (if any). Such fidelity bonds shall: (i) name the association as an obligee; (ii) be written in an amount not less than one-half (1/2) the total annual condominium assessments for the year (but if the condominium contains more than 50 units, in an amount not less than Ten Thousand (\$10,000.00) Dollars for each person covered); and (iii) contains waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) If required by any government or quasi-governmental agency flood insurance in accordance with the then applicable regulations of such agency;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(d) Borad form machinery and pressure vessel explosion insurance (if applicable) in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars per accident per location; and

(e) Such other insurance as the board may determine or as may be requested from time to time by a majority of the unit owners.

Section 9.5 SEPARATE INSURANCE. Each unit owner shall have the

right, at his own expense, to obtain insurance for his own unit and for his own benefit and to obtain insurance coverage upon his personal property, for his personal liability, upon any improvements made by him to his unit under coverage normally called "improvements and betterments coverage"; provided, however, that no unit owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the board, on behalf of all unit owners, may realize under any insurance policy maintained by the board or to cause any insurance coverage maintained by the board to be brought into contribution with insurance coverage obtained by a unit owner. All such policies shall contain waivers of subrogation. No unit owner shall obtain separate insurance policies on the condominium except as provided in this Section 9.5.

Section 9.6 INSURANCE TRUSTEE.

(a) All physical damage insurance policies purchased by the board shall be for the benefit of the association, the unit owners, their mortgagees and the developer, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the board as "insurance trustee" to be applied pursuant to the terms of Article 10.

(b) The sole duty of the board as insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere state in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

ARTICLE 10

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.1 WHEN REPAIR AND RECONSTRUCTION ARE REQUIRED.
Except as otherwise provided in Section 10.4, in the event of damage to or destruction of all or any part of a building located on condominium property as a result of fire or other casualty, the board shall arrange for and supervise the prompt repair and restoration of the building (including any damage units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the developer, and replacements thereof installed by the developer, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the unit owners in the units). Notwithstanding the foregoing, each unit owner shall have the right to supervise the redecorating of his own unit.

Section 10.2 PROCEDURE FOR RECONSTRUCTION AND REPAIR.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any portion of a building located on condominium property, the board shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by developer, and the replacements thereof installed by the developer, but not including any other furniture, furnishings, fixtures or equipment installed by the unit owner in the unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds by the board as insurance trustee determines to be necessary.

(b) **Assessments.** If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefore shall be levied.

(c) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the original construction of the condominium property, subject to any

modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

Section 10.3 DISBURSEMENTS OF CONSTRUCTION FUNDS.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the board as insurance trustee from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Fifty Thousand (\$50,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon order of the board; provided, however, that upon request of twenty (20%) percent of the mortgagees (based upon one vote for each mortgage owned), such fund shall be disbursed pursuant to paragraph (2).

(2) If the estimated cost of reconstruction and repair is Fifty Thousand (\$50,000.00) Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Florida and employed by the board as insurance trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and material furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all unit owners in proportion to their undivided interest of the common elements and shall be distributed in accordance with the priority of interests at law or in equity in each unit.

(c) Common Elements. When the damage is to both common elements and units, the insurance proceeds shall be applied first to the cost of repairing those portions of the common elements which enclose and service the units, then to the cost of repairing the other common elements and thereafter to the cost of repairing the units.

(d) Certificate. The board as insurance trustee shall be entitled to rely upon a certificate executed by the president or vice-president, and the secretary, certifying: (i) whether the damaged condominium property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund whether surplus funds to be distributed are less than the assessments paid by the unit owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the board as insurance trustee promptly after request.

Section 10.4 WHEN RECONSTRUCTION IS NOT REQUIRED. In the event the board elects not to repair insubstantial damage to the common elements, the board shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the condominium property and the balance of any insurance proceeds received on account of such damage shall be distributed.

buted among all unit owners in proportion to their respective undivided interest of the common elements. If the condominium shall be terminated pursuant to Section 718.117 of the Condominium Act, the net assets of the condominium together with the net proceeds of insurance policies, if any, shall be divided by the board as insurance trustee among all unit owners in proportion to their respective undivided interest of the common elements, after first paying out of the share of each unit owner, to the extent sufficient therefor, the amount of any unpaid liens on his unit in the order of priority of such liens.

Section 10.5 MORTGAGE PROVISION. Anything in this Article 10 to the contrary notwithstanding, mortgagee(s), as their interests appear, shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) its mortgage is not in good standing and is in default; (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the association has not made additional funds available for such purpose; or, (c) the association has determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

ARTICLE 11

TRANSFER REQUIREMENTS

Section 11.1 OPTION GRANTED.

(a) In the event any unit owner wishes to sell his unit, the association shall have the option to purchase his unit upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell the unit without prior approval of the association shall be deemed a breach of these Bylaws, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, provided, however, any deed may be validated by subsequent approval of the association in the event of a sale without prior approval as herein provided. Provided further, however, that any institutional mortgagee(s) has no duty to inquire as to whether an approval of the association was obtained prior to conveyance. The mortgage lien of institutional mortgagee(s) shall not be invalidated in the event the approval procedure provided in this Article 11 is not followed.

(b) No approval will be required to lease a unit provided that no lease shall be shorter than thirty (30) days. Additionally, the Board of Directors is empowered to evict any tenant who shall not comply with the rules promulgated herein or by the Board of Directors. In such event, the unit owner shall be assessed for such expenses, including cost of any such action and fees.

Section 11.2 ASSOCIATION PROCEDURE.

(a) The board of the association, within ten days after receiving such notice and such supplemental information as is required by the board, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the association, or one or more persons, other than unit owners, who are willing to purchase, upon the same terms as those specified in the unit owner's notice.

(b) The stated designee of the board shall have fourteen days from the date of the notice sent by the board within which to make a binding offer to buy upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the board. Failure of the board to designate such person(s) or failure to such person(s) to make such binding offer within the fourteen day period shall be deemed consent by the board to the transaction specified in the unit owner's notice,

and the unit owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto the prospective purchaser named therein within sixty days after his notice was given.

(c) The consent of the board of the association shall be in proper recordable form, signed by two officers of the association and shall be delivered to the purchaser. Should the board fail to act, as herein set forth, and within the time provided herein, the board of the association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the board as herein set forth.

Section 11.4 FURTHER COMPLIANCE. In the event the sale to a third party is approved by the board of the association but is not ultimately consummated or the unit owner withdraws his offer to the association or rejects the offer of the stated designee of the association, the unit owner may not sell his unit without further complying with the terms and conditions of this Article 11.

Section 11.5 LEASE RESTRICTIONS. No unit owner may lease or rent a unit for a lease period of less than thirty (30) consecutive days. The association shall have the right to require that a substantially uniform form of lease be used or, in the alternative, the board's approval of the lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented.

Section 11.6 FEE. No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed Fifty (\$50.00) Dollars.

Section 11.7 MORTGAGE PROVISION. Anything in this Article 11 to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to any institutional mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the board.

ARTICLE 12

OPERATION OF THE CONDOMINIUM PROPERTY

Section 12.1 MAINTENANCE, REPAIR, REPLACEMENT AND OTHER COMMON EXPENSES.

(a) By the Board of Directors. The board shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than eighty (80%) percent of the board such expense was necessitated by the negligence, misuse or neglect of a unit owner) of all of the common elements (including the limited common elements) as defined herein or in the Declaration, whether located inside or outside of the units, the cost of which shall be charged to all unit owners as a common expense; provided, however, that each unit owner shall perform normal maintenance on the limited common elements appurtenant to his unit and any portion of the remaining common elements which the board pursuant to the regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof. The Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the property.

(b) By the Unit Owner.

(1) Each unit owner shall keep his unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all

redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. In addition, each unit owner shall be responsible for all damage to any other units or to the common elements resulting from his failure or negligence to make any of the repairs required by this Section. Each unit owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners. Each unit owner shall promptly report to the board or the managing agent (if any), any defect or need for repairs for which the board is responsible.

(2) The unit owner of any unit to which a limited common element balcony or patio is appurtenant shall perform the normal maintenance for such limited common element, including keeping it in a clean and sanitary condition and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repair or replacement shall be made by the board as a common expense, as provided in subsection (a) above.

(3) Any unit owner permitted by the board to use a specific portion of the common elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subsection (a) and (b) above, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "2" hereto.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials.

Section 12.2 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS. Except during the period that the developer controls the board, whenever in the judgment of the board the common elements shall require additions, alterations or improvements costing in excess of One Thousand (\$1,000.00) Dollars during any period of twelve consecutive months, the making of such additions, alterations or improvements required the prior approval of a majority of the unit owners, and the board shall assess all unit owners benefited for the cost thereof as a common expense. Any additions, alterations or improvements costing One Thousand (\$1,000.00) Dollars or less during any period of twelve consecutive months may be made by the board without approval of the unit owners and the cost thereof shall constitute a common expense. The One Thousand (\$1,000.00) Dollar limitation shall be increased in the annual budget of the condominium. Notwithstanding the foregoing, if, in the opinion of not less than eighty (80%) percent of the members of the board, such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of the unit owner or unit owners requesting the same, such requesting unit owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the board.

Section 12.3 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS. No unit owner shall make any structural addition, alteration or improvements in or to his unit without the prior written consent of the board. No unit owner shall paint or alter the exterior of his unit, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, without the prior written consent of the board. The board shall be obligated to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within forty-five days after such request, and failure to do so within the stipulated addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any unit requires execution by the association, and provided consent has been given by the

board, then the application shall be executed on behalf of the association by the board only, without however incurring any liability on the part of the board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 12.4 STORAGE, DISCLAIMER OR BAILEE LIABILITY. Any storage cubicles are common elements and may be assigned to units by appropriate resolution of the board (unless such cubicles have been assigned as limited common elements). The board, the association, any unit owner and the developer shall not be considered a bailee, however, of any personal property stored on the common elements (including property located in storage cubicles and vehicles parked on the common elements), whether or not exclusive possession of the particular area is given to a unit owner for storage or parking purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 13

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

ARTICLE 14

AMENDMENT OF BYLAWS

Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

Section 14.1 Notice. Notice of subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

Section 14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the board or by not less than one-third (1/3) of the members of the association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the association represented at a meeting at which a quorum has been attained and by not less than sixty-six and two-thirds (66 2/3%) percent of the entire board; or

(b) after control of the association has been turned over to unit owners other than the developer, by not less than eighty (80%) percent of the votes of the members of the association represented at a meeting at which a quorum has been attained; or

(c) by not less than one hundred (100%) percent of the entire board.

Section 14.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the developer or mortgagees of units without the consent of said developer and mortgagees in each instance. No amendments shall be made that is in conflict with the Articles or Declaration. No amendments to this Section shall be valid.

Section 14.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which cer-

tificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the association with the formalities of a deed, or by the developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the public records of the county in which the condominium is located.

ARTICLE 15

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be an remain in full force and effect.

ARTICLE 16

MISCELLANEOUS

Section 16.1 INFORMATION. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, Rules and Regulation and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 16.2 Permits, Etc. The Association shall have the right through the Board to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 16.3 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the condominium property or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

The foregoing were adopted as the Bylaws of Lake Heather Heights Condominium Association, Inc., a Florida corporation not for profit the 31st day of January, 1985.

Approved:

Martha Charon
Martha Charon, Secretary

J.B. Grammatico
J.B. Grammatico, President

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.

PROPOSED ESTIMATED ANNUAL OPERATING BUDGET
LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.
January 1, 2001 - December 31, 2001

INCOME

Maintenance fees	\$32,488.00
Interest	\$350.00
Laundry	\$327.00
Total	\$33,165.00

EXPENSES

PERCENTAGE

Management	\$4,800.00	15.82%
Legal	\$400.00	1.32%
Accounting	\$250.00	0.82%
Licenses fees/permits	\$300.00	0.99%
Office sup & stamps	\$100.00	0.33%
Insurance	\$2,527.00	8.33%
Electric	\$2,800.00	9.23%
Bank Charges	\$225.00	0.74%
Landscape (re)	\$1,200.00	3.96%
Landscape	\$3,840.00	12.66%
Sprinkler	\$300.00	0.99%
repair/maintenance	\$1,400.00	4.61%
Pond Maintenance	\$300.00	0.99%
Pool	\$2,100.00	6.92%
Cleaning	\$850.00	2.80%
Water	\$3,500.00	11.54%
Sewer	\$3,200.00	10.55%
Trash	\$2,244.00	7.40%
TOTAL	\$30,336.00	100.00%

Reserves for	
Replacements	\$2,829.00

INCOME	\$33,165.00
LESS EXPENSES	\$30,336.00
LESS REPLACE	\$2,829.00

NET PROFIT/LOSS	\$0.00
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PROPOSED ESTIMATED ANNUAL OPERATING BUDGET VERSUS 2000 ACTUAL INCOME AND EXPENSES
LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.

2001 Budget Income and Expenses				2000 Actual Income and Expenses			
INCOME				INCOME			
Maintenance fees	\$32,488.00			Maintenance fees	\$32,626.05		* Includes laundry Income
Interest	\$350.00			Interest	\$336.49		
Laundry	\$327.00						
Total	\$33,165.00			Total	\$32,962.54		
EXPENSES		PERCENTAGE		EXPENSES		PERCENTAGE	
Management	\$4,800.00	15.82%		Management	\$4,800.00	15.73%	
Legal	\$400.00	1.32%		Legal	\$680.33	2.23%	
Accounting	\$250.00	0.82%		Accounting	\$100.00	0.33%	
Licenses fees/permits	\$300.00	0.99%		Licenses fees/permits	\$522.40	1.71%	
Office sup & stamps	\$100.00	0.33%		Office sup & stamps	\$50.00	0.16%	
Insurance	\$2,527.00	8.33%		Insurance	\$2,576.33	8.44%	
Electric	\$2,800.00	9.23%		Electric	\$2,731.78	8.95%	
Bank Charges	\$225.00	0.74%		Bank Charges	\$182.04	0.60%	
Landscape (non contract)	\$1,200.00	3.96%		Landscape (non contract)	\$1,345.00	4.41%	
Landscape (contract)	\$3,840.00	12.66%		Landscape (contract)	\$3,840.00	12.58%	
repair/maintenance	\$1,700.00	5.60%		repair/maintenance	\$1,576.23	5.17%	
Pond Maintenance	\$300.00	0.99%		Pond Maintenance	\$300.00	0.98%	
Pool	\$2,100.00	6.92%		Pool	\$2,308.48	7.56%	
Cleaning	\$850.00	2.80%		Cleaning	\$613.01	2.01%	
Water	\$3,500.00	11.54%		Water	\$3,506.77	11.49%	
Sewer	\$3,200.00	10.55%		Sewer	\$3,140.76	10.29%	
Trash	\$2,244.00	7.40%		Trash	\$2,244.00	7.35%	
TOTAL	\$30,336.00	100.00%		TOTAL	\$30,517.13	100.00%	
Reserves for	\$2,829.00			Reserves for	\$2,445.41		
INCOME	\$33,165.00			INCOME	\$32,962.54		
LESS EXPENSES	\$30,336.00			LESS EXPENSES	\$30,517.13		
LESS REPLACE	\$2,829.00			LESS REPLACE	\$2,445.41		
NET PROFIT/LOSS	\$0.00			NET PROFIT/LOSS	\$0.00		

01 CASH 11 CHQ

40 REC 17.00
41 DS
43 INT
TOT 17.10

85100001
AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP OF
LAKE HEATHER HEIGHTS, A CONDOMINIUM

O.R. 6018 PAGE 1700

Correcting Scrivener's Error &
Clarifying Provision of Declaration

This Amendment to Declaration of Condominium made and entered into this 20th day of June, 1985, by Heather Development Corporation, hereinafter referred to as "Developer", as owner in fee simple of certain lands lying and being situate in Pinellas County, Florida, for itself, its successors, grantees and assigns, to their grantees and assigns and their heirs, successors and assigns:

W I T N E S S E T H:

15,157,120.35 40 1. 24.885
40 17.00
TOTAL 17.00 CHK

WHEREAS, Developer has heretofore recorded its Declaration of Condominium Ownership for Lake Heather Heights, a Condominium, in O.R. Book 5988, pages 1085 through 1099, on 8 May 1985, in the Official Records of Pinellas County, Florida, and

WHEREAS, said Declaration contains a scrivener's error which Developer is desirous of correcting,

NOW THEREFORE, be advised as follows:

A. The legal description attached to the Declaration of Condominium at O.R. Book 5988, page 1098, Official Records of Pinellas County, Florida, contains a minor scrivener's error in the second paragraph, eighth line. The correct call should be 164.60 feet, in place of the incorrect 164.62 feet, along the west right-of-way line. The accurate legal description is attached hereto, in full, as Exhibit "A". The Declaration is hereby amended to adopt the corrected legal description as set forth in the attached Exhibit "A".

B. Section 6.5 on page seven of the Declaration, "Mortgagee Rights", is hereby amended, and shall hereinafter be as follows:

Section 6.5 MORTGAGEE RIGHTS. Where an institutional mortgagee of a condominium unit obtains title to the condominium parcel as a result of foreclosure of its mortgage, or where an institutional mortgagee of record accepts a deed, in lieu of foreclosure, to said condominium, then the institutional mortgagee and/or its successors and assigns, shall not be liable for the share of common expenses or assessment by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such mortgagee acquiring the unit, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of its ownerships of such parcel, whether or not such parcel is unoccupied, be

-1-

Prepared By and Return To:
William J. Kimpton, Esquire
DUNBAR, KIMPTON, BURKE & BOYER
2901 U.S. Highway 19 North
Suite #203
Clearwater, Florida 33575
LHAMD1/CM12

FILED
JUN 24 9 25 AM '85
CLERK OF DISTRICT COURT
PINELLAS COUNTY, FLORIDA

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK 84 PAGES 37-39

excused from the payment of some or all of the common expenses coming due during the period of such ownership.

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration to be executed and the corporate seal affixed the day and year first hereinabove written.

ATTEST:

HEATHER DEVELOPMENT CORPORATION


William J. Kimpton,
Assistant Secretary

By: 
J.B. Grammatico,
President

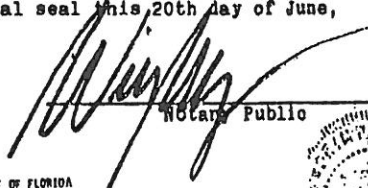
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared J.B. Grammatico and William J. Kimpton, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument, as President and Assistant Secretary, of the above named HEATHER DEVELOPMENT CORPORATION, a Florida corporation, and acknowledged to and before me that they executed such instrument as such President and Assistant Secretary, respectively, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day of June, 1985.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 14, 1988
BONDED THRU GENERAL INS. CO.



EXHIBIT "IA"

LAKE HEATHER HEIGHTS

a Condominium

LEGAL DESCRIPTION

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the public records of Pinellas County, Florida, and part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the Northeast quarter of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof in Plat Book 3, page 15 of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the East boundary of said Section 25, (centerline of County Road No. 70, Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet to a point on the west right-of-way line of County Road No. 70, Belcher Road, for a Point of Beginning; thence S 00°15'50" E, along said west right-of-way line, 127.91 feet; thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, along said west right-of-way line 164.60 feet; thence N 89°17'41" W, 270.00 feet, thence N 00°42'19" E, 50.00 feet; thence N 89°17'41" W, 338.08 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION; thence S 89°18'46" E, along said north boundary, 612.35 feet, to the Point of Beginning, containing 3.7035 acres, more or less.

Subject to an Easement retained by Developer for ingress, egress, drainage, sewer and a general purpose utility easement over the property commonly referred to as Betty Drive (or East Betty Drive), and more particularly described as follows:

A part of Lot 32, PINELLAS GROVES SUBDIVISION of the N.E. ¼ of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S 00°15'50" E, along said right-of-way line, 127.91 feet, thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, 114.62 feet for a Point of Beginning; thence S 00°15'50" E, continuing along said west right-of-way line 50.01 feet; thence N 89°17'41" W, 270.00 feet, thence N 00°42'19" E, 50.00 feet; thence S 89°17'41" E, 269.15 feet, to the Point of Beginning.

Which Easement is perpetually reserved to Developer, it's heirs, successors, assigns, guests, customers, invitees, and to the same extent for all of the owners of the adjoining southerly 7.5 (MOL) acres, generally described as follows:

Lots 31 and 32, of the PLAT OF PINELLAS GROVES, as recorded in Plat Book 3, page 15, of the Public Records of Pinellas County, Florida, in the Northeast ¼ of Section 25, Township 28 South, Range 15 East; less and except the portions thereof transferred to the State of Florida or other governmental authorities for road right-of-way purposes.

CONTINUED NEXT PAGE

AND Subject to an easement retained by Developer for drainage, retention and detention over the following described property:

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the Public Records of Pinellas County, Florida and a part of Lot 31, PINELLAS GROVES SUBDIVISION of the N.E. ¼ of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N 89°18'46" W, 589.64 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION, for a Point of Beginning; thence S 00°41'14" W, 47.72 feet; thence S 23°20'00" E, 93.50 feet; thence S 29°40'25" E, 48.30 feet; thence S 47°07'44" E, 43.61 feet; thence S 81°37'34" E, 32.21 feet; thence S 00°42'19" W, 33.97 feet; thence N 89°17'41" W, 195.28 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2, of said EVANS SUBDIVISION; thence S 89°18'46" E, along said north boundary, 72.72 feet, to the Point of Beginning.

Which easement is perpetually reserved to Developer, it's heirs, successors, assigns, guests, customers, invitees, and to the same extent for all of the owners of the adjoining southerly 7.5 (MOL) acres, generally described as follows:

Lots 31 and 32, of the PLAT OF PINELLAS GROVES, as recorded in Plat Book 3, page 15, of the Public Records of Pinellas County, Florida, in the Northeast ¼ of Section 25, Township 28 South, Range 15 East; less and except the portions thereof transferred to the State of Florida or other governmental authorities for road right-of-way purposes.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the property commonly referred to as Betty Drive West and more particularly described as follows:

A part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the N.E. ¼ of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S 00°15'50" E, along said right-of-way line, 127.91 feet; thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, continuing along said west right-of-way line, 114.62 feet; thence N 89°17'41" W, 269.15 feet, for a Point of Beginning; thence S 00°42'19" W, 50.00 feet; thence N 89°17'41" W, 337.21 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary, 50.01 feet; thence S 89°17'41" E, 338.08 feet, to the Point of Beginning.

Subject to proposed and for existing ingress, egress, drainage and/or utility easements, and the Developer reserves the right to grant additional easements as deemed necessary to serve the Condominium Property and adjoining properties.

85210597

O.R. 0089 PAGE 1975

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

LAKE HEATHER HEIGHTS, A CONDOMINIUM

Lake Heather Heights Condominium Association, Inc., in accordance with §718.104(e), Florida Statutes (1982), by these presents, does hereby amend the Declaration of Condominium of Lake Heather Heights, a condominium, which is recorded in O.R. Book 5988, at Pages 1085-1097, inclusive, of the Public Records of Pinellas County, Florida.

This amendment to be effective immediately upon same being properly recorded in the Public Records of Pinellas County, Florida.

This amendment to the Declaration of Condominium of Lake Heather Heights, a condominium is made this 13th day of September, 1985.

11010 242
MA 50
40 Pcs 17.00
40 Pcs 17.00
Total 17.50

Security Homes of
Clearwater, Inc.

By: Ronald W. MacLaren
Ronald W. MacLaren, President
Security Homes of
Clearwater, Inc.

WITNESSES:

Ann D. Vecchio
Linda J. Jackson
ATTEST: Ronald W. MacLaren
Secretary

(SEAL)

24 24636415 70 11. 97ac85
40 17.00
3 242 TOTAL 17.00 CHRG

Condominium Plats pertaining
hereto are recorded in
Condominium Plat Book 84
Pages 37-39 incl.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ronald W. MacLaren, President and Secretary respectively of Security Homes of Clearwater, Inc., well known to me to be the person described herein and who executed the foregoing Amendment to the Declaration and he acknowledged the execution thereof to be his free act and deed as such officers, for the uses and purposes therein mentioned and that the said instrument is the act and deed of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of September, 1985.

Richard F. Mason
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 16 1985
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by
and return to: ✓

Joseph C. Mason, Jr., P.A.
1307 U.S. 19 So., Suite 102
Clearwater, Florida 33546
813/536-5953
(85913-30)

001 7 2 59 PM '85

upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the undecorated dry wall ceiling except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plane, which includes the outside of the undecorated dry wall of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimeter) Boundaries: The vertical boundaries of the unit shall be the vertical plane, which includes the outermost surface of the dry wall of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit shall include the heating and air-conditioning apparatus, which apparatus (whether or not located within the unit boundaries) shall be part of the unit. Any fireplace and flue shall also be considered a part of the unit. Any portion of a utility system serving more than one unit (e.g., pipes, conduits, ducts) which is partially within and partially without the unit, is part of the common elements. it being understood that all conduits and wires up to their outlets, except for the individual units electrical breaker boxes, and all other utility lines and pipes up to their respective shut-off valves regardless of location constitute parts of the common elements.

~~-(d) Anything in this Section 2.5 to the contrary notwithstanding, the enclosed garages of the units shall be considered to be a part of the unit and not a common element or limited common element. The enclosed garage shall remain as a garage and shall not be converted to a living area of the unit. Any addition or improvement made in the garages shall be done with the prior written consent of the association in accordance with requirements of this Declaration and Section 12.3 of the Bylaws.~~

Section 2.6 COMMON ELEMENTS. Common elements include the following items:

(a) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

(g) Manager's office, if any.

(h) The recreational facilities, if any, and unassigned parking areas.

(h) The recreational areas, if any, and the unassigned and assigned parking areas.

(b) Fire and other casualty and liability insurance as set forth in the Declaration.

~~(c) Costs of management of the condominium and administrative costs of the association including professional fees and expenses.~~

(c) Costs of management of the condominium and administrative costs of the association, including professional fees, costs, and fidelity insurance coverage for officers, directors, and/or employees of the association in issue insurance or bond limits as required by Florida law or as otherwise deemed appropriate by the association, whichever limit is higher.

(d) Costs of water, electricity and other utilities which are no metered to the individual units.

(e) The costs of additions, repairs, alterations or improvements, or purchases by the association of additional lands, leaseholds or other possessory or use rights in land or facilities, purchased as part of the common elements for the benefit of all the members.

Section 5.2 PAYMENT. Funds for the payment of common expenses shall be assessed against unit owners in the percentage of sharing common elements as provided in Section 2.2 hereinabove.

Section 5.3 SURPLUS. The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

ARTICLE 6

ASSESSMENTS: LIENS

Section 6.1 POWER TO ASSESS. The association, through its board of directors, subject to the provisions of the Bylaws applicable thereto, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property.

Section 6.2 INTEREST ON ASSESSMENTS. The board of directors of the association, in its complete discretion, shall have authority to impose interest on assessments and installments thereon not paid when due at a rate not in excess of the highest legal contract rate allowed in the State of Florida.

Section 6.3 LIEN. The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien, including trial or appellate levels. The lien validity shall be as prescribed in F.S. §718.116 (1984).

Section 6.4 PROCEDURE. The association shall be governed by the provision of Section 718.116 of the Condominium Act and Article 8 of the Bylaws in enforcing its rights hereunder.

Section 6.5 MORTGAGEE RIGHTS. Where an institutional mortgagee of a condominium unit obtains title to the condominium parcel as a result of foreclosure of its mortgage, or where an institutional mortgagee of record accepts a deed to said condominium its successors and assigns, shall not be liable for the share of common expenses or assessment by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common

expenses collectible from all of the unit owners, including such acquired, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of its ownerships of such parcel, whether or not such parcel is unoccupied, shall not be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Section 6.6 PROVISIO. Except as set forth in Section 6.5, no unit owner may be excused from the payment of his proportionate share

(85838-41)

85275832

O.R. 6143 PAGE 423

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
Lake Heather Heights, A Condominium

Lake Heather Heights Condominium Association, Inc., in accordance with §718.104(e), Florida Statutes (1982), by these presents, does hereby amend the declaration of Condominium of Lake Heather Heights, a Condominium, which is recorded in O.R. Book 5988, at pages 1085-1099, amended in O.R. Book 6018, page 1700 and Amendment to the Declaration of Condominium recorded in O.R. 6089, pages 1975-1978, inclusive of the Public Records of Pinellas County, Florida.

The amendments to the above referenced declaration include:

1. Articles of Incorporation

Article 2.1(h)

24 24652718 70 11. 310085
 40 245.00
 242 TOTAL 245.00 CHRG

Developer should now read 3
 Security Homes of Clearwater, Inc.
 a Florida corporation

2. Summary

Paragraph 2 deleted and rewritten.
 Paragraph 10. was added

3. General Information Section of Prospectus:

#18 was changed to read "the developer of the condominium is Security Homes of Clearwater, Inc., a Florida corporation. The developer is a wholly owned subsidiary of Security Homes, a New Hampshire corporation. The principal officer of the developer has had prior experience in the field of land development for residential subdivisions, condominiums and commercial construction.

4. Escrow Instructions:

Revised as attached.

5. Agreement for Sale:

Revised as attached.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 84 PAGES 37 THRU 39 INCL.

11 CHG 242
 40 Rec. 245.00
 46 Pos.
 Total 245.00

PREPARED BY AND RETURN TO: Joseph C Mason
 1307 US 19 S Suite 102
 Clearwater, FL 33546

Dec 31 2 42 PM '85

RECEIVED
 DECEMBER 31 1985
 CLEARWATER, FLORIDA

This amendment to the declaration of condominium of Lake Heather Heights, a Condominium, is made this 23rd day of December, 1985.

SECURITY HOMES OF
CLEARWATER, INC.

WITNESS:

Nancy B. Puntier
Lachelle Brown

By:

Ronald W. MacLaren
Ronald W. MacLaren, President

(Condominium Plats pertaining
hereto are recorded in Condominium
Plat Book 84 Pages 37-39 inclusive.)

STATE OF FLORIDA) NEW HAMPSHIRE
COUNTY OF PINELLAS) HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD W. MacLAREN (Joseph C. Mason, Jr., as agent for), President and Secretary respectively of Security Homes of Clearwater, Inc. well known to me to be the person described herein and who executed the foregoing amendment to the declaration and he acknowledged the execution thereof to be his free act and deed as such officers, for the uses and purposes herein mentioned and that said instrument is the act and deed of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of December, 1985.

Linda G. Case
Notary Public

My Commission Expires:

LINDA G. CASE, Notary Public
My Commission Expires January 12, 1988

This instrument prepared
by and return to:

JOSEPH C. MASON, JR., P.A.
1307 U.S. 19 S., Suite 102
Clearwater, FL 33546
(813) 538-3800

851224-45

EXHIBIT "ID"

ARTICLES OF INCORPORATION

D.R. 6143 PAGE 425

OF

LAKE HEATHER HEIGHTS
CONDOMINIUM ASSOCIATION, INC.

(a Florida not for profit corporation)

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 2

DEFINITIONS

Section 2.1 The terms used in these Articles of Incorporation shall be defined in accordance with Chapter 718, Florida Statutes and as follows unless the context otherwise requires:

- (a) Articles: This document.
- (b) Association: Lake Heather Heights Condominium Association, Inc.
- (c) Board: The board of directors for the association.
- (d) Bylaws: The Bylaws of the association.
- (e) Condominium: Lake Heather Heights, a Condominium.
- (f) Condominium Act: Chapter 718, Florida Statutes.
- (g) Declaration: The Declaration of Condominium for the condominium.
- (h) Developer: Security Homes of Clearwater, Inc., a Florida corporation.
- (i) Turnover: Where, as provided and allowed, by the Condominium Act and the Declaration, the developer has transferred control of the association to a board, the majority of whom have been elected by the members of the association.

Section 2.2 Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE 3

PURPOSE

The purpose for which the association is organized is to provide any entity for the operation of the condominium to be created pursuant to the Condominium Act.

(85838-38)

EXHIBIT "ID"

(l) "Declaration of Condominium" or "Declaration" means this document.

(m) ~~"Developer"~~ means ~~Heather Development Corporation.~~

(m) "Developer" means Security Homes of Clearwater, Inc., a Florida corporation.

(n) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

(o) "Member" means a unit owner who, as a result of this ownership, is a member of the association.

(p) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, Federal National Mortgage Association (FNMA) or other like business entity. The term "mortgagee" shall also be deemed to mean "institutional mortgagee(s)."

(q) "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

(r) "Unit Owner" or "owner of a unit" means the owner of a condominium parcel.

(s) "Utility Service" means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable television, garbage and sewage disposal.

ARTICLE 2

DESCRIPTION OF THE CONDOMINIUM

Section 2.1 NAME. The name of the condominium is: Lake Heather Heights, a Condominium (sometimes herein the "Condominium").

Section 2.2 PROJECT DESCRIPTION. The land comprising this condominium is described on Exhibit "A". Said land, buildings and improvements are hereby submitted to the condominium form of ownership, shall contain forty-eight (48) condominium units as more particularly described and identified in Exhibits "A" and "B".

(a) Number and General Size of Units. Lake Heather Heights hereby submitted to condominium ownership, shall contain a total forty eight (48) units. The size of the units and the distribution of the units is set forth on Exhibit "C" attached hereto and made a part hereof.

(b) Percentage Ownership. The undivided share in the land and other common elements and the common surplus and liability for common expenses which are attributable to each condominium unit shall be computed upon the following basis:

(1) Each unit shall have an undivided share in the ownership of the common elements and the common surplus and obligation for common expense equal to one-fortyeighth (1/48th) of one hundred percent.

Section 2.3 RECREATIONAL FACILITIES. The project shall include the construction and completion of a swimming pool, pool deck, and recreation building.

Section 2.4 SURVEY. A survey of the land, a graphic description of the improvements in which the units are located, identification of each unit and a plot plan are attached hereto as Exhibit "B".

Section 2.5
as follows:

UNIT BOUNDARIES. The boundaries of each unit are

(a) Upper and Lower (horizontal) boundaries: The

85838-46

SUMMARY

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS SET FORTH HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND THE PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND, IF NOT UNDERSTOOD, PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS.
5. THERE IS NO RECREATION FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OF OR PAY RENTAL UNDER ANY RECREATIONAL LEASE. ACCORDINGLY, THERE IS NO LIEN RIGHT AGAINST ANY UNIT TO SECURE THE PAYMENT OF RENT OR OTHER EXACTIONS UNDER ANY RECREATIONAL LEASE.
6. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
7. THERE NO CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY. MANAGEMENT OF THE ASSOCIATION AND THE PROJECT WILL INITIALLY BE CONDUCTED UNDER THE CONTROL AND DIRECTION OF THE DEVELOPER, WHICH IS SET FORTH WITH PARTICULARITY ON EXHIBIT II ATTACHED TO THIS PROSPECTUS.
8. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD IN ACCORDANCE WITH ARTICLE 4 OF THE DECLARATION OF CONDOMINIUM SET FORTH IN EXHIBIT I OF THE PROSPECTUS.
9. THE SALE, LEASE, TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED IN ACCORDANCE WITH ARTICLE 7 OF THE DECLARATION OF CONDOMINIUM SET FORTH IN EXHIBIT I OF THIS PROSPECTUS.
10. ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTIVE PURPOSES BY THE DEVELOPER.

Florida documentary stamps on the note are presently \$0.15 for each \$100.00 or any fraction thereof of the amount evidenced by the note. Intangible tax is charged by the State of Florida at the rate of two mills (.002) on the amount evidenced by the note.

18. The developer of the Condominium is Security Homes of Clearwater, Inc., a Florida corporation. The developer is a wholly owned subsidiary of Security Homes, a New Hampshire corporation. The principal officer of the developer is Ronald W. MacLaren, President. The developer has had prior experience in the field of land development for residential subdivisions, condominiums, and commercial construction.

19. Easements:

Easements are described in the attached Condominium Plat, a copy of which is attached hereto as Exhibit "IB".

Important information regarding easements includes the following:

- a. Betty Drive (East) is part of the condominium property and is a common element; however, the Developer has reserved an easement for ingress and egress, drainage and general utility purposes.
- b. Developer has granted a non-exclusive easement over west Betty Davis in the Declaration of Condominium for ingress and egress.
- c. Developer has reserved an easement in the area referred to as "Detention Area and Drainage Easement" for collection and detention of drainage waters accumulating on the southerly adjoining seven and one-half (7.5) acres (MOL).

(85838-40)

TO: JOSEPH C. MASON, JR., ESQ

FROM: SECURITY HOMES OF CLEARWATER, INC.

ESCROW INSTRUCTIONS PURSUANT TO
FLORIDA CONDOMINIUM STATUTES

Gentlemen:

SECURITY HOMES OF CLEARWATER, INC., A JOINT VENTURE (the "Company"), for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, agrees with you as follows:

1. From time to time, the Company may deposit with you, pursuant to Section 718.202 of the Florida Condominium Act, certain earnest money paid by prospective purchasers (the "Purchaser") to the Company in connection with contracting for the purchase of a condominium parcel in a condominium, the construction, furnishing and landscaping of which has not been substantially completed, in accordance with plans and specifications and representations made by the Company.

2. You agree to act as Escrow Agent for the funds deposited by the Company with you, pursuant to Paragraph 1, and to hold same in accordance with Section 718.202.

3. Each deposit by the Company shall be accompanied by a notice from the Company, setting forth information concerning (i) the Purchaser and his address, (ii) the condominium parcel, and (iii) the amount of earnest money deposited on account of such condominium parcel with you.

4. Escrow Agent agrees to hold the sums deposited by the Company in excess of 10% of the respective purchase price of each unit, in a special escrow account, as provided by Section 718.202(2) and same may not be used by the Company prior to closing the transaction, except as provided in 718.202(3) or except for refund to Buyer.

5. You shall disburse funds held in escrow pursuant to this agreement with respect to each purchase of a condominium parcel as follows:

A. Upon receipt of an instruction letter, signed by an officer of the Company, advising you that a Purchaser has properly voided his purchase contract with the Company for a condominium parcel, you shall forward to such Purchaser all funds held by you in escrow relating to the purchase of a condominium parcel by such Purchaser, and you shall forward to the Company a copy of your cover letter which shall specify the amount being returned to the Purchaser.

B. Upon receipt of an instruction letter, signed by an officer of the Company, advising you that the Purchaser has defaulted under his contract for the purchase of a condominium parcel with the Company, you shall forward to the Company all funds held by you in escrow relating to the purchase of a condominium parcel by such Purchaser.

C. Upon receipt of an instruction letter, signed by an officer of the Company, advising you of the closing of a condominium parcel, or, without such an instruction letter, upon the closing of a condominium parcel in which you participate incident to the issuance of a title insurance policy, and

provided that you have not previously received from the Purchaser written notice of a dispute between the Purchaser and the Company, you shall forward all funds held by you in escrow with respect to such condominium parcel to the Company.

D. Any funds held by you by virtue of a dispute between the Purchaser and the Company concerning a condominium parcel shall be held by you and not disbursed by you until you receive an instruction letter, signed by an officer of the Company, (i) advising you to forward such funds to the Company because the dispute has been settled, attaching to such instructions a confirmation letter from the Purchaser to such effect, or (ii) requesting you to deposit such funds with an appropriate court and to institute an interpleader action at the Company's cost.

E. Upon receipt of an instruction letter signed by an officer of the company advising Escrow Agent that the construction of the improvements has begun, it shall disburse to the Company the escrow funds in the special account as provided in paragraph 4 hereof, for use by the Company in the actual construction and development of the condominium property in which the unit to be sold is located. The Company agrees that no part of the funds payable pursuant to this subparagraph shall be used by the Company for salaries, commissions or expenses of salesmen or for advertising purposes.

F. Escrow Agent agrees to disburse to the Company the funds held in escrow up to 10% of the respective purchase prices for the units, upon being furnished with an irrevocable letter of credit from a Florida banking institution having assets in excess of five million dollars providing for repayment of the purchasers deposit(s) to Escrow Agent in the event it shall be obligated to repay said deposit(s) to the purchaser, pursuant to the provisions of 5A. The Company agrees that the sums disbursed pursuant to this subparagraph shall be used in actual construction and development of the condominium property and that no part of the funds payable pursuant to this subparagraph shall be used by the Company for salaries, commissions, or expenses of salesmen or for advertising purposes.

6. The Company reserves the right to instruct you to transfer any escrow funds held by you pursuant to this letter to any other individual or company authorized to hold escrow funds as provided by Section 718.202 of the Florida Statutes. In the event the Company advises you to transfer funds deposited pursuant to this letter, you shall immediately transfer such funds to such substitute escrow agent upon receipt of an acknowledgement from such substitute escrow agent that it has agreed to hold the transferred funds as escrow agent pursuant to Section 718.202 of the Florida Statutes.

7. You shall receive no special fee or charge for acting as escrow agent pursuant to this agreement.

8. A. It is agreed that your duties are only as are set forth above, being purely ministerial in nature, and that you shall incur no liability except for willful misconduct or gross negligence.

B. You shall be under no responsibility with respect to any of the amounts deposited with you other than faithfully to follow the escrow instructions set forth in this letter. You may consult with counsel and shall be fully protected in any action taken in good faith, in accordance with advice of such counsel. Subject to A of this Paragraph 8, you shall be indemnified by the Company against the cost and expense you incur by virtue of any legal proceedings which shall be instituted against you with respect to the subject matter of this escrow agreement. You shall not be required to institute legal proceedings of any kind except as set forth in this escrow instructions. You shall have

no responsibility for the genuineness or validity of any documents or any item deposited with you, and shall be fully protected in acting in accordance with any written instructions given to you hereunder and believed by you to have signed by the proper parties.

9. The Company shall maintain deposit records for the condominium separate from all other condominiums or proposed condominiums.

10. The Company acknowledges that any willful failure to comply with the escrow provisions of Section 718.202, Fla.Stat., constitutes a criminal offense pursuant to Section 718.202(7), Fla.Stat.

11. The Company reserves the right to amend these escrow instructions, from time to time, to reflect amendments to Chapter 718 of the Florida Statutes or administrative and judicial interpretations thereof.

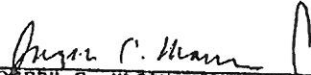
If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this letter and return the same to the Company, whereupon this letter shall become a binding agreement between you and the Company.

Very truly yours,

SECURITY HOMES OF CLEARWATER, INC.
3320 U.S. 19 North
Clearwater, Florida 33519

By 
Partner President

The undersigned hereby agrees to the foregoing and to carry out its other obligations thereunder, and hereby confirms that he is an attorney who is a member of the Florida Bar.


JOSEPH C. MASON, JR., BSQ.
1307 U.S. 19 South, Suite 102
Clearwater, Florida 33546

Dated: Nov. 22, 1985.

85838-08

LAKE HEATHER HEIGHTS, A CONDOMINIUM
AGREEMENT FOR SALE

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between SECURITY HOMES OF CLEARWATER, INC., herein referred to as "Seller" and _____, herein referred to as "Purchaser".

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS AGREEMENT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

In consideration of the terms and conditions hereinafter set forth, Seller agrees to sell, and Purchaser agrees to purchase, the following-described property located in Pinellas County, Florida:

That certain condominium parcel composed of Unit No. _____, and an undivided interest in the common elements appurtenant thereto in accordance with, and subject to, the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of LAKE HEATHER HEIGHTS, A CONDOMINIUM.

The above shall be referred to in this Agreement as the "Condominium Unit" or the "Unit".

1. Estimated monthly maintenance payment \$ _____ (See Paragraph 15, hereof)

2. Purchase Price.

Total Purchase Price \$ _____
 Deposit \$ _____
 Remainder of Required Deposit (due on or before _____) \$ _____
 Balance due from Purchaser on Closing to be paid by wire transfer or by cashier's or certified check drawn upon a Pinellas County financial institution payable to the Trust Account of Joseph C. Mason, Jr., P.A. as Closing Agent, at that time and place of closing and subject to the prorations and adjustment provided herein. \$ _____

3. Financing. If the purchase price or any part thereof is to be financed by a third party loan, this Agreement for Sale is conditioned upon the Purchaser obtaining a firm commitment for said loan within _____ days from the date hereof, at an interest rate not to exceed _____%; term of _____ years; and in the principal amount of \$ _____. Purchaser will make application within _____ days from the date hereof, and use reasonable diligence to obtain said loan. Should Purchaser fail to obtain same or to waive Purchaser's rights hereunder within said time, either party may cancel Agreement.

4. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY PURCHASER

AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. If Purchaser exercises his right to void this Agreement, all deposits made hereunder by Purchaser shall be refunded.

5. ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

6. Closing. Subject to Paragraph 3 of this Agreement, this transaction will be closed at the office of Joseph C. Mason, Jr., P.A., Attorneys at Law, 1307 U.S. 19 So., Suite 102, Clearwater, Florida ((813) 538-3800) within ten (10) days after notification from Seller to Purchaser that Purchaser's unit is ready for occupancy, which notice shall set forth the exact time, date and place of the closing. Seller estimates that Purchaser's unit will be completed and ready for occupancy on or about _____, 19____. In the event that Seller incurs delays in construction for any reason beyond its control, including, but not limited to, acts of God, strikes, or inability to obtain materials, the estimated completion date shall be correspondingly extended.

7. Documents and Costs at Closing. Seller agrees to convey the condominium parcel by general warranty deed, to deliver and pay for a title insurance policy insuring Purchaser's interest in the Condominium parcel and to pay the state documentary stamps and state surtax on the deed. Purchaser shall pay (i) for recording the deed, (ii) for costs in connection with the loan, if any. All proratable items, including, but not limited to, condominium assessments and real estate taxes, shall be prorated and paid at time of closing.

8. Warranties. Section 718.203 of the Florida Condominium Act sets forth implied warranties that run to the Purchaser from the Seller, or, subcontractors and suppliers, and SELLER MAKES NO EXPRESS OR OTHER WARRANTY WITH RESPECT TO THE WARRANTIES OF SECTION 718.203. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS OR PROPERTY DAMAGE. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Substitution. Seller may substitute materials of comparable or better quality for those shown in the model or in the plans and specifications where, in Seller's judgment, such substitutions are necessary or desirable.

10. Casualty Loss. Risk and loss or damage by fire or any other casualty, until the closing date, is assumed by the Seller.

11. Default. If Purchaser shall fail to perform as required by this Agreement, all amounts paid under this Agreement, including charges for extras and change orders, shall be retained by Seller as reasonable and agreed damages, and all parties shall be released from all obligations hereunder. If Seller shall default under this Agreement, Purchaser shall have the exclusive remedy of cancelling this Agreement and receiving a return of all amounts paid. In the event it should become necessary for Seller to retain the services of an attorney to enforce the provisions of this Agreement, Buyer, agrees to pay the cost of any legal proceedings and reasonable attorney's fees, including attorney's fees for appellate proceedings, in addition to all other damages sustained by Seller.

12. Escrow.

(a) If at the time of the execution of this agreement the condominium building in which the unit is located is not completed, furnished and landscaped substantially in accordance with the plans and specifications and Seller's representations, Seller shall deposit any payments received from Buyer, up to ten percent (10%) of the purchase price, in an escrow account. The escrow agent shall return the escrow funds to Buyer if Buyer properly terminates this Agreement pursuant to the terms herein prior to closing. The escrow agent shall disburse the escrow funds to Seller if Buyer defaults hereunder. The escrow agent shall disburse the escrow funds to Seller at closing unless, prior to the disbursement, the escrow agent receives from the Buyer written notice of a dispute between Buyer and Seller.

(b) Seller has established an escrow account with JOSEPH C. MASON, JR., P.A., as escrow agent, for holding Purchaser's deposits of up to 10 percent (10%) of the purchase price, as required by Section 718.202 of the Condominium Act. UPON REQUEST, PURCHASER MAY OBTAIN A RECEIPT FOR HIS PAYMENTS FROM THE ESCROW AGENT. NO INTEREST SHALL BE PAID UPON THIS DEPOSIT, OR ANY ESCROW FUNDS. Escrow Agent's address is 1307 U.S. 19 South, Suite 102, Clearwater, Florida.

13. Assignment. This Agreement may not be assigned, sold or conveyed without the prior written consent of the Seller.

14. General. This Agreement supersedes all prior agreements between the parties, either verbal or written. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

15. Building Plans. Purchaser acknowledges that copies of the complete plans and specifications of Purchaser's unit and of the improvements to the common elements are available for inspection at the condominium site.

16. Specific Conditions.

(a) At the time of the closing, Buyer will pay to the Condominium Association, Inc., or its agent, a sum equal to the prorata share of the common area charges for the balance of the current quarter, plus an amount equal to two (2) months common area charges as the successive quarterly payment.

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

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE
MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS MAY BE USED
FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

In the presence of:

By: _____
Seller

By: _____
Buyer

By: _____
Buyer

The undersigned, as ESCROW AGENT, acknowledges receipt of
Buyer's Deposit (if check, subject to clearance) in the amount of
(\$ _____) and agrees to hold same in
accordance with the provisions of the Agreement and Florida
Statutes §718.202(1).

ESCROW AGENT
JOSEPH C. MASON, JR., P.A.

By: _____

Date: _____

This document prepared by:
JOSEPH C. MASON, JR., P.A.
1307 U.S. 19 So., Suite 102
Clearwater, Florida 33546
(813) 538-3800

SUBSEQUENT DEVELOPER CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss

RE: Lake Heather Heights, a Condominium
(Condominium)
Security Homes of Clearwater, Inc.
(Developer)

I, Ronald W. MacLaren, do hereby certify, for use as evidence before the Division of Florida Land Sales and Condominiums or any Court of Law, that I am a developer of the Lake Heather Heights Condominium, 1170 Belcher Road, Dunedin, Pinellas County, Florida 33528, documents for which have been previously filed with the Division, that I have knowledge of the contents of said filing and that, except for the items listed on pages attached to this document, all items required by the Condominium Act to be filed with the Division are identical with those already on file for this condominium under identification number 1813143.

Dated This 12th day of September, 1985.


RONALD W. MACLAREN

Warning: Any False statement made herein may subject the person so certifying to prosecution under F.S. §37.06.

PROSPECTUS FOR
LAKE HEATHER HEIGHTS
A CONDOMINIUM

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SUMMARY

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE, A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS.
5. THERE IS NO RECREATION FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OF OR PAY RENTAL UNDER ANY RECREATIONAL LEASE. ACCORDINGLY, THERE IS NO LIEN RIGHT AGAINST ANY UNIT TO SECURE THE PAYMENT OF RENT OR OTHER EXACTIONS UNDER ANY RECREATIONAL LEASE.
6. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
7. THERE NO CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY. MANAGEMENT OF THE ASSOCIATION AND THE PROJECT WILL INITIALLY BE CONDUCTED UNDER THE CONTROL AND DIRECTION OF THE DEVELOPER, WHICH IS SET FORTH WITH PARTICULARITY ON EXHIBIT II ATTACHED TO THIS PROSPECTUS.
8. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD IN ACCORDANCE WITH ARTICLE 4 OF THE DECLARATION OF CONDOMINIUM SET FORTH IN EXHIBIT I OF THE PROSPECTUS.
9. THE SALE, LEASE, TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED IN ACCORDANCE WITH ARTICLE 7 OF THE DECLARATION OF CONDOMINIUM SET FORTH IN EXHIBIT I OF THIS PROSPECTUS.

LAKE HEATHER HEIGHTS
A CONDOMINIUM
TABLE OF CONTENTS

NOTE: For ease in utilizing this Prospectus, the pages of the Exhibits have been renumbered in consecutive order in the lower right hand corner of each page. The numbers referenced in this Index refer to the pages in this Prospectus and not to the original page number of the document referenced. All multiple pages indicated are inclusive.

	Pages(s)
The Prospectus - General Information Concerning the Condominium	1 - 4
Exhibits to the Prospectus	
Exhibit I Declaration of Condominium Joinder of Mortgagee	5 - 19 19A
Exhibit I-A Legal Description for Lake Heather Heights	20
Exhibit I-B Site Plan and Plot Plan/Floor Plan	21 - 31
Exhibit I-C Size and Distribution of Units	32
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Exhibit I-E Bylaws of Lake Heather Heights Condominium Association, Inc., including Rules and Regulations	40 - 65
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Exhibit III Estimated Operating Budget for Lake Heather Heights	67 - 68
Exhibit IV Purchase Agreement	69 - 74
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GENERAL INFORMATION CONCERNING THE CONDOMINIUM

1. The name of this Condominium is LAKE HEATHER HEIGHTS, a Condominium which is located at 1170 Belcher Road, Dunedin, Pinellas County, Florida 33528.
2. The Condominium is being developed at one time and not in phases. When all buildings are completed as hereinafter specified, a total of forty-eight (48) units and a recreational facility will be existing. The developer shall be under no obligation to convey any additional lands or facilities to the condominium property other than the land and facilities described in Exhibit "I-A". A description of the number of units and the number of bedrooms and bathrooms in each unit is set forth in Exhibit "I-C" attached to this Prospectus.

A copy of the survey and plot plan for the land being submitted to condominium ownership and the proposed phases is set forth on Exhibit I-B of this Prospectus.

The estimated late dates of completion for a unit in each building is stated in the Purchase Agreement paragraph 3.2, as set forth in Exhibit IV to this Prospectus. Anything to the contrary, all buildings shall be commenced on or before 31 December 1990.

A maximum of forty-eight (48) units will use the facilities in common in the Condominium.

3. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST AND NOT AS LEASEHOLD INTERESTS.
4. A description of the recreational and other commonly used facilities to be completed and located in the Condominium (see Exhibit I-B) is described below.
 - a. Lake Heather Heights shall contain the following recreational facilities:

- 1) The Recreation Activity Center Building consists of the following room with sizes and capacity as noted:

ROOM	SIZE/SQ.FT.	CAPACITY/PERSONS
A) Activity Room	630	42
B) Storage	85	6
C) Laundry	76	5
D) Mens' Lavatory	60	4
E) Womens' Lavatory	60	4
F) Office	188	12

- 2) Swimming Pool - unheated, approximate size - 640' square feet (surface area), 3.5' to 6' in depth, deck is approximately 2020' square feet surrounding, capacity - 50 persons.
- 3) The recreational facilities will be substantially completed on 15 April 1985.
- b. A minimum of One Thousand Five Hundred (\$1,500.00) Dollars will be expended for personal property for the recreational facilities.
- c. The recreational facilities will be owned as common elements by the unit owners of the condominium and will be primarily for the use of the occupants of the Condominium. The association, however, has the right to enter into use agreements with other condominiums or other residential projects which may increase the use of the recreational facilities by other parties.
- d. There will be no other facilities to be used by the unit owners which are not owned by them or the condominium

association.

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- e. Developer does not intend to provide any facilities not previously mentioned.
5. There are no other recreational and other facilities that will be used in common with other condominiums which require the payment of the maintenance and expenses by the unit owners of the Condominium.
 6. THERE IS NO RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OF OR PAY RENTAL UNDER ANY RECREATIONAL LEASE.
 7. The developer's plan does not presently include a program of leasing units rather than selling them. However, the developer has reserved in the Declaration of Condominium, attached as Exhibit I, certain conditions whereby the developer reserves to himself the right to lease units and not offer them for sale. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
 8. The arrangements for management of the condominium association and maintenance and operation of the condominium property are set forth in the Management Explanation marked Exhibit II attached to this Prospectus. Such Explanation provides that management of the condominium shall be conducted by the association until "turnover" of the Association to the purchaser members, unless determined differently at an annual meeting of the unit owners.
 9. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD IN ACCORDANCE WITH ARTICLE 4 OF THE DECLARATION SET FORTH IN EXHIBIT I OF THIS PROSPECTUS.
 10. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED IN ACCORDANCE WITH ARTICLE 7 OF EXHIBIT I OF THIS PROSPECTUS.
 11. This condominium is not created by a conversion of existing improvements.
 12. A summary of the restrictions imposed on units concerning the use of the condominium property is as follows:

The Bylaws of the condominium association attached as Exhibit I-E to this Prospectus restricts the leasing of a unit to a minimum of thirty (30) consecutive days with the lease subject to approval by the association. See Article II of the Bylaws for additional details. Additionally, the Declaration of Condominium imposes a general obligation on the unit owner to abide by the provisions of the Declaration and the Bylaws of the condominium association which include the rules and regulations of the association.

The occupancy of the Condominium is restricted to a single family residence. The owner of a condominium unit is allowed to have one (1) pet at the time of purchasing a unit. The pet must be approved in writing by the developer. No replacement pets are allowed. No pets are allowed to resale purchasers or tenants. The unit owner is not allowed to alter, enclose or improve the porches. Parking in the condominium property is limited to licensed, noncommercial, passenger vehicles and is restricted to certain designated areas. No children under the age of thirteen (13) are allowed to reside at Lake Heather Heights. The above information is summary in nature only; for a complete listing of the rules and regulations see Exhibit I-E of this Prospectus.
 13. There is no land that is offered by the developer for use by the unit owners that is neither owned by them nor leased to them.
 14. The manner in which utility and other services, including but not limited to, sewage and waste disposal, water supply, and storm drainage is as follows:

- a. Water for all purposes, including fire hydrants, shall be supplied to the Condominium by the City of Dunedin, substantially in accordance with the plan on file with the City of Dunedin, Florida.
 - b. Sewage collection shall be supplied to the Condominium by the City of Dunedin, Florida, substantially in accordance with the plan on file with the City of Dunedin, Florida.
 - c. Storm drainage shall be supplied to the Condominium by the City of Dunedin substantially in accordance with the construction plans on file with the Developer.
 - d. Electrical services shall be supplied to the Condominium by Florida Power Corporation substantially in accordance with plans therefor on file with Florida Power Corporation.
 - e. Telephone services shall be supplied to the Condominium by General Telephone Company substantially in accordance with plans on file with General Telephone Company.
 - f. Trash removal services shall be contracted through the City of Dunedin.
15. The developer has considered the size of the units in apportioning the common expenses and determining the ownership of the common elements. Inasmuch as all units (types "A", "B", "C" and "D") are approximately the same size, the developer has allocated the same percentage share of common elements, common expenses and common surplus to each unit. This percentage is then applied to the annual budget to derive at monthly maintenance assessments. The percentage of ownership of common elements and assessments attributable to each unit is set forth in Section 2.3 of the Declaration attached hereto as Exhibit I.
16. Exhibit III of this Prospectus reflects the proposed budget for the Condominium based on the total number of units proposed to be subjected to condominium ownership.
17. A schedule of estimated closing expenses to be paid by a buyer of a unit is as follows:
- a. Statutory recording fee of warranty deed;
 - b. Proration of ad valorem taxes for year in which closing is held;
 - c. If there is a loan incident to the sale, expenses charged to the buyer by the lender, including, without limitation:
 - (1) Statutory documentary stamps on note
 - (2) Statutory intangible tax on mortgage
 - (3) Statutory recording fee of mortgage
 - (4) Mortgage title insurance in amount of loan
 - (5) Origination fees
 - d. Capital contribution equalling two months' assessments to condominium association;

The developer will furnish to the buyer incident to the sale of a condominium unit a title commitment to be followed by a title insurance policy and will pay documentary stamps incident to the warranty deed.

Recording fees charged by the State of Florida at present are \$5.00 for the first page and \$4.00 for each additional page of the document to be recorded.

Florida documentary stamps on the note are presently \$0.15 for each \$100.00 or any fraction thereof of the amount evidenced by the note. Intangible tax is charged by the State of Florida at the rate of two mills (.002) on the amount evidenced by the note.

18. The developer of the Condominium is Heather Development Corporation, a Florida corporation. The developer is a subsidiary corporation of Terra Belcher, Inc. The principal officers of the developer is J.B. Grammatico, President. The developer has had prior experience in the field of land development for residential subdivisions, condominiums and commercial construction, since 1970 in Florida.

19. Easements:

Easements are described in the attached Condominium Plat, a copy of which is attached hereto as Exhibit "IB".

Important information regarding easements includes the following:

- a. Betty Drive (East) is part of the condominium property and is a common element; however, the Developer has reserved an easement for ingress and egress, drainage and general utility purposes.
- b. Developer has granted a non-exclusive easement over West Betty Davis in the Declaration of Condominium for ingress and egress.
- c. Developer has reserved an easement in the area referred to as "Detention Area and Drainage Easement" for collection and detention of drainage waters accumulating on the southerly adjoining seven and one-half (7.5) acres (MOL).

LAKE HEATHER HEIGHTS
A CONDOMINIUM
SIZE AND DESCRIPTION OF UNITS
AND PHASES IN THE CONDOMINIUM

1. Lake Heather Heights contains the following described condominium units:

1.1 Total number of residential buildings - FOUR (4)

1.2 Number of units per building:

<u>Building</u>	<u>Unit Type</u>				<u>Number of Units per Building</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	
A	A - 2	B - 8	C - 2	D - 4	16
B	B - 4	D - 4			8
C	B - 4	D - 4			8
D	A - 2	B - 8	C - 2	D - 4	16

Total Units 48

EXPLANATION

<u>Unit Type</u>	<u>Living Area</u>	<u>Plan Name per Brochure</u>	<u>Description</u>
A	740 square ft.	Hearthstone	one bedroom/ one bath
B	904 square ft.	Falrorest	two bedroom/ two bath
C	974 square ft.	Heritage	two bedroom/ two bath
D	970 square ft.	Highlander	two bedroom/ two bath

ALL DIMENSIONS ARE APPROXIMATE

11 CHG 100120
40 Rec 8.00
48 Pos 9.00
Total 9.00

91 Cash 11 Chg
40 Rec
41 DS 454
43 Int
Tot 454

85149979

EASEMENT

Prepared By and Return To
William J. Kimpton, Esquire
Dunbar, Kimpton, Burke, Boyer & Schafar
2901 U.S. Highway 19 North, Suite 203
Clearwater, Florida 33575

THIS INDENTURE, made and entered into this 24th day of May, 1985, between LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC., hereinafter called "Grantor", and the CITY OF DUNEDIN, it's successors and assigns, hereinafter called "Grantee",

WITNESSETH:

15 15719339 40 1. 19JL85
41 0.45
TOTAL 0.45 CASH

That for and in consideration of the premises, and the sum of ONE (\$1.00) DOLLAR and other valuable considerations, the Grantor herein does hereby Quit Claim unto the Grantee, it's successors, and assigns, a non-exclusive easement for drainage purposes on the land, over, along and across the following described real property, situate, lying and being in the County of Pinellas, State of Florida, more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

The parties do hereby agree and stipulate that the drainage easement grant made herein is perpetual and shall replace the temporary drainage easement hereto granted in the same immediate vicinity.

TO HAVE AND TO HOLD THE same in perpetuity together with all necessary rights and privileges incidental to the use and enjoyment of such easement and the installation, maintenance and protection of installations made thereon.

IN WITNESS WHEREOF, the Grantor has hereunto set it's hand and seal the day and year first hereinabove set forth.

Signed, sealed and delivered in the presence of:

John K. Regel

LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC.

BY: *J.B. Grammatico*
J.B. Grammatico, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Documentary Tax Pd. \$.....
Intangible Tax Pd. \$.....
Karlgen F. DeBlaker, Clerk Pinellas County.
By *[Signature]* Deputy Clerk

Before me personally appeared J.B. Grammatico, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, as President of the above named LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged to and before me that he executed such instrument as such President, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 24th day of May, 1985.

My Commission Expires
Notary Public, State of Florida
HD4/RE My Commission Expires May 11, 1988
Bredford Trust Company Insurance, Inc.

Martha Chavon
Notary Public

FLORIDA
CLERK OF DISTRICT COURT
JUL 18 11 58 AM '85

Return to City Clerk
City of Dunedin
P. O. Box 1343
Dunedin, FL 33526

EXHIBIT A

O.R. 6036 PAGE 1182

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

DESCRIPTION:

A part of Lot 31, PINELLAS GROVES subdivision of the N.E. 1/4 of Section 25, Township 28 South, Range 18 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 18 East, Pinellas County, Florida; thence S. 00°-18'-50"E., along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N. 09°-18'-46"W., 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S. 00°-18'-50"E., along said right-of-way line, 127.91 feet; thence N. 89°-17'-41"W., 6.00 feet; thence S. 00°-18'-50"E., 114.62 feet for a Point of Beginning; thence S. 00°-18'-50"E., continuing along said west right-of-way line 60.01 feet; thence N. 89°-17'-41"W., 270.00 feet; thence N. 00°-42'-19"E., 50.00 feet; thence S. 89°-17'-41"E., 249.13 feet, to the Point of Beginning.

DESCRIPTION:

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the Public Records of Pinellas County, Florida, and a part of Lot 31, PINELLAS GROVES subdivision of the N.E. 1/4 of Section 25, Township 28 South, Range 18 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 18 East, Pinellas County, Florida; thence S. 00°-18'-50"E., along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N. 89°-18'-46"W., 589.64 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION, for a Point of Beginning; thence S. 00°-41'-14"W., 47.72 feet; thence S. 23°-20'-00"E., 93.50 feet; thence S. 29°-40'-25"E., 48.30 feet; thence S. 47°-07'-44"E., 43.61 feet; thence S. 81°-37'-54"E., 32.21 feet; thence S. 00°-42'-19"W., 33.97 feet; thence N. 89°-17'-41"W., 195.28 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES subdivision; thence N. 00°-17'-28"W., along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2, of said EVANS SUBDIVISION; thence S. 09°-18'-46"E., along said north boundary, 72.72 feet, to the Point of Beginning.

EXHIBIT A

11 CHG 100120 85149930
 40 Rec 454 40 Rec 9.00 R
 41 US 454 48 Pos 9.00
 43 Int 454 48 Pos 9.00
 Tot 454 Total 9.00 EASEMENT

Prepared By and Return To:
 William J. Kimpton, Esquire
 Dunbar, Kimpton, Burke, Boyer & Schafer
 2901 U.S. Highway 19 North, Suite 203
 Clearwater, Florida 33575.
 O.R. 6036 PAGE 1183

THIS INDENTURE, made and entered into this 24th day of May,
 1985, between HEATHER DEVELOPMENT CORPORATION, hereinafter called
 "Grantor", and the CITY OF DUNEDIN, it's successors and assigns,
 hereinafter called "Grantee",

WITNESSETH: 15 15719340 40 1. 19JL85
 TOTAL 0.45 0.45 CASH

That for and in consideration of the premises, and the sum of
 ONE (\$1.00) DOLLAR and other valuable considerations, the Grantor
 herein does hereby Quit Claim unto the Grantee, it's successors, and
 assigns, a non-exclusive easement for drainage purposes on the land,
 over, along and across the following described real property, situate,
 lying and being in the County of Pinellas, State of Florida, more par-
 ticularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

The parties do hereby agree and stipulate that the drainage
 easement grant made herein is perpetual and shall replace the tem-
 porary drainage easement hereto granted in the same immediate
 vicinity.

TO HAVE AND TO HOLD THE same in perpetuity together with all
 necessary rights and privileges incidental to the use and enjoyment of
 such easement and the installation, maintenance and protection of
 installations made thereon.

IN WITNESS WHEREOF, the Grantor has hereunto set it's hand
 and seal the day and year first hereinabove set forth.

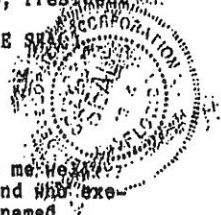
Signed, sealed and delivered
 in the presence of:

[Signature]
John R. Hegel

HEATHER DEVELOPMENT CORPORATION
 BY: *[Signature]*
 J.B. Grammatico, President
 (CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

Documentary Tax Pd. \$ 454
 Intangible Tax Pd.
 Karleen F. Di Blasi, Clerk Pinellas County
 By: *[Signature]* Deputy Clerk



Before me personally appeared J.B. Grammatico, to me well known,
 and known to me to be the individual described in and who exe-
 cuted the foregoing instrument, as President of the above named
 HEATHER DEVELOPMENT CORPORATION, a Florida corporation, and
 acknowledged to and before me that he executed such instrument as such
 President, and that the seal affixed to the foregoing instrument is
 the corporate seal of said corporation and that it was affixed to said
 instrument by due and regular corporate authority, and that said
 instrument is the free act and deed of said corporation.

Return To: City of Dunedin
 P. O. Box 1348
 Dunedin, FL 34296-1348

WITNESS my hand and official seal this 24th day of May,
 1985.



Martha Chason
 Notary Public
 JUNE 19 11 57 AM '85
 PINELLAS COUNTY, FLORIDA

My Commission Expires:
 Notary Public, State of Florida
 HD1/RE My Commission Expires May 16, 1989
 Should this copy fee - Insurance, Inc.

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF FOUR QUAL-
 ITY AND MAY BE ILLEGIBLE

EXHIBIT A

O.R. 0086 PAGE 1184

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE INCOMPLETE

DESCRIPTION:

A part of Lots 31 and 32, PINELLAS GROVES subdivision of the R.E. of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:
Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S. 00°-15'-50"E., along the east boundary of said Section 25 (centerline of County Road No. 20 - Belcher Road), 1880.99 feet; thence N. 89°-18'-40"W., 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S. 00°-15'-50"E., along said right-of-way line, 127.91 feet; thence N. 89°-17'-41"W., 5.00 feet; thence S. 00°-15'-50"E., continuing along said west right-of-way line, 114.82 feet; thence N. 89°-17'-41"W., 249.15 feet, for a point of beginning; thence S. 00°-42'-19"W., 50.00 feet; thence N. 89°-17'-41"W., 137.21 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES subdivision; thence N. 00°-17'-28"W., along said west boundary, 50.01 feet; thence S. 89°-17'-41"E., 318.08 feet, to the Point of Beginning.

EXHIBIT A

11 CHG 100130 01 P.M. 11 1985
CoD 40 Rec 13.00 41 DS 457
46 Pos 43 Int 457
Total 13.00 Total 457

85149981

EASEMENT

Prepared By and Return To:
William J. Kimpton, Esquire
Dunbar, Kimpton, Burke, Boyer & Schafer
2901 U.S. Highway 19 North, Suite 203
Clearwater, Florida 33575

O.R. 6036 PAGE 1185.

THIS INDENTURE, made and entered into this 27 day of May,
1985, between HEATHER DEVELOPMENT CORPORATION and LAKE HEATHER HEIGHTS
CONDOMINIUM ASSOCIATION, INC., hereinafter called "Grantors", and the
CITY OF DUNEDIN, it's successors and assigns, hereinafter called
"Grantee",

WITNESSETH:

15 15719341 40 1. 19JL85
41 0.45
TOTAL 0.45 CASH

That for and in consideration of the premises, and the sum of
ONE (\$1.00) DOLLAR and other valuable considerations, the Grantors
herein do hereby Quit Claim unto the Grantee, it's successors, and
assigns, a non-exclusive easement for sanitary sewer purposes on the
land, over, along and across the following described real property,
situate, lying and being in the County of Pinellas, State of Florida,
more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

The parties do hereby agree and stipulate that the sanitary
sewer easement grant made herein is perpetual and shall replace the
temporary sanitary sewer easement hereto granted in the same immediate
vicinity.

TO HAVE AND TO HOLD THE same in perpetuity together with all
necessary rights and privileges incidental to the use and enjoyment of
such easement and the installation, maintenance and protection of
installations made thereon.

IN WITNESS WHEREOF, the Grantor has hereunto set it's hand
and seal the day and year first hereinabove set forth.

Signed, sealed and delivered
in the presence of:

Documentary Tax Pd. \$457
Intangible Tax Pd.
Karen F. DeBlaker, Clerk Pinellas County
By: Deputy Clerk

HEATHER DEVELOPMENT CORPORATION

John R. Hagel
J.B. Grammatico, President

CLERK CIRCUIT COURT
(CORPORATE SEAL)

JUL 13 10 57 AM '85

John R. Hagel
J.B. Grammatico, President

LAKE HEATHER HEIGHTS
CONDOMINIUM ASSOCIATION, INC.

BY: J.B. Grammatico, President

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared J.B. Grammatico, to me well
known, and known to me to be the individual described in and who exe-
cuted the foregoing instrument, as President of the above named
HEATHER DEVELOPMENT CORPORATION, a Florida corporation, and
acknowledged to and before me that he executed such instrument as such
President, and that the seal affixed to the foregoing instrument is
the corporate seal of said corporation and that it was affixed to said

instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 24th day of May, 1985.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 11, 1989
Bounded State Tray File - Interstate, Inc.

Martha Chason
Notary Public

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared J.B. Grammatico, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, as President of the above named LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged to and before me that he executed such instrument as such President, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 24th day of May, 1985.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 11, 1989
Bounded State Tray File - Interstate, Inc.

Martha Chason
Notary Public

EXHIBIT A

O.R. 6036 PAGE 1187

DESCRIPTION:

A part of Lots 31 and 32, PINELLAS GROVES subdivision of the N.E. 1/4 of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, being more particularly described as follows:
Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.00°-15'-30"E., along the east boundary of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1680.59 feet; thence N.89°-18'-44"W., 60.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S.00°-15'-30"E., along said west right-of-way line, 127.31 feet; thence N.89°-17'-41"W., 5.00 feet; thence S.00°-15'-30"E., continuing along said west right-of-way line, 164.62 feet; thence N.89°-17'-41"W., 237.50 feet, for a Point of Beginning; thence continuing N.89°-17'-41"W., 15.00 feet; thence N.00°-42'-19"E., 13.29 feet; thence N.02°-57'-14"W., 38.14 feet; thence N.09°-17'-41"W., 317.10 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES subdivision; thence N.00°-17'-28"W., along said west boundary, 105.02 feet; thence S.89°-17'-41"E., 15.00 feet; thence S.00°-17'-28"E., 90.01 feet; thence S.89°-17'-41"E., 303.19 feet; thence S.82°-47'-14"E., 52.41 feet; thence S.00°-42'-19"W., 28.71 feet, to the Point of Beginning.

EXHIBIT A

86302324
Gulfstream Cablevision of Pinellas County, Inc.
GRANT OF EASEMENT

GRANTEE:

Gulfstream Cablevision of Pinellas
 County, Inc.
 1060 Scotdale Blvd.
 Dunedin, FL 33528

01 (copy) 11 Chg
 40 Trs. 5.00
 41 Trs. _____
 43 Trs. _____
 Tot 5.00

GRANTOR:

O.R. 6386 PAGE 356

Security Homes of Clearwater, Inc.
 3320 U.S. 19 N., Suite 4
 Clearwater, FL 33519

The undersigned does hereby grant and give permission to Gulfstream Cablevision of Pinellas County, Inc., and its successors, the right to install and maintain coaxial cables on the described property and to solicit door-to-door for the sale of Cable TV.

Legal Description: Lake Heather Heights Condominiums 26 25009333 70 1. 18DC06
Pinellas Groves NE 1/4, PT Lots 31 & 32 and Lots 1 & 2 Evans Sub. 40 0.00
 TOTAL 5.00 CHK

Ten working days notice will be required for our pre-wire crews prior to their arrival on the job.

COMMENTS:

Gulfstream Cablevision will place its equipment for cable service in the described fashion and location. Gulfstream agrees to install and maintain its equipment in an orderly manner with as little inconvenience as possible. Any areas disturbed will be restored to their original condition. THE GRANTOR agrees to all of Gulfstream's materials and facilities used by it for transmission of the television signal service and connection in SUBSCRIBER'S premises, including the terminal of the service wire, shall always remain the property of Gulfstream Cablevision.

WITNESSES:

Robert Roche Sherry

GRANTOR:

Timothy E. Murphy

STATE OF FLORIDA
 COUNTY OF Pinellas

Before me, personally appeared Timothy E. Murphy
 as V.P. of Security Homes of Clearwater
 a Florida corporation, to me well known and known to me to be the person
 described in and who executed the foregoing instrument and acknow-
 ledged to and before me that he executed said instrument in the capacity
 and for the purpose therein expressed.

WITNESS my hand and official seal, this 8th day of October
 A.D., 1986

Passerim Robinson

Notary Public, State of Florida at Large

My commission expires: My Commission Expires March 19, 1990

RECORDED
 18 7 31 PM '86
Robert E. Roberts

DECLARATION OF COVENANTS AND RESTRICTIONS

11 CHG/00/30 PERTAINING TO THE RECREATION AREAS FOR LAKE HEATHER HEIGHTS,

C.O.D.

30 Rec 21.02

A CONDOMINIUM

46 Pos

Total 21.02

KNOW ALL MEN BY THESE PRESENTS that Heather Development

Corporation, hereinafter referred to as "Owner", is the owner and developer of certain real property located in Pinellas County, Florida, more particularly described as Exhibit "A" attached hereto and incorporated herein by reference. The said Owner does hereby make the following Declaration of Covenants and Restrictions covering the said real property specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and upon his assigns and successors to title. These restrictions shall be for the benefit of and limitation upon all present and future owners of the real property described herein and shall be for the benefit of the City of Dunedin, Florida, a municipal corporation. These restrictions placed on the said land and constituting a covenant running with the land, are as follows:

1. That for such time that the lands comprising the development, known as Lake Heather Heights, a Condominium, (the Exhibit "A" lands); as those said lands are further described in the site plan and accompanying documents for Lake Heather Heights, a Condominium, site plan as filed with the City of Dunedin, Florida, are used for residential purposes, this covenant shall remain in full force and effect.

2. That the tract of land as described on Exhibit "B" attached hereto and incorporated herein by reference shall remain available to all residents of Lake Heather Heights, a Condominium, for recreation purposes and shall be improved and developed as is otherwise set forth on the site plan now on file with the City of Dunedin, Florida, as of the execution of this Declaration of Covenants and Restrictions.

The above described property shall be used only for recreational facilities available to the residents of Lake Heather Heights, a Condominium, at such times that this Declaration of Covenants and Restrictions is in effect and shall be maintained in a

21.02

-1-

DECL/C18

SEP 21 11 44 AM '94

Return to: City of Dunedin
P.O. Box 1348
Dunedin, FL 34606-1348

reasonable condition suitable for such use by the owners of residential premises within the said Lake Heather Heights, a Condominium, project.

3. The recreational facilities will be constructed coincident with the construction of residential buildings on the subject property and no Certificate of Occupancy shall be issued relative to any residential structure until such time as the recreational facilities applicable to that particular residential area have been constructed or reasonable performance guarantees have been given to the City Manager of the City of Dunedin in a form approved by the City Attorney.

4. The restrictions contained herein shall continue in full force and effect on said property regardless of whether or not portions of the property are sold to third parties, and all successors in title shall be bound by the provisions hereof.

The City of Dunedin is deemed to have a beneficial interest in these restrictions and no modifications or amendments of these restrictions may be effective without the joinder and consent of the City of Dunedin, which joinder and consent shall be solely within the discretion of the City of Dunedin. The City shall be fully entitled to enforce these restrictions.

These restrictions are placed upon this land in consideration of the City of Dunedin giving certain monetary credits under its existing Land Dedication Ordinance to the Owner.

Enforcement of these restrictions may be by action at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party to the action or suit shall be entitled to recover, in addition to costs allowed by law, such sums as the Court may adjudge to be reasonable for the services of its attorney, at trial or appellate levels. The City of Dunedin shall be entitled to institute enforcement of these restrictions under this paragraph pursuant to its beneficial interest in the restrictions.

Invalidation of any portion of these covenants by a judgment of a court of competent jurisdiction shall in no way affect any of

the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 18TH day of September, 1984.

Signed, sealed and delivered in presence of:

David Menard
Monica Wood

HEATHER DEVELOPMENT CORPORATION

BY: J.B. Grammatico
J.B. Grammatico, President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared J.B. Grammatico, to me well known, and known to me to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions, as President of the above named Heather Development Corporation, and acknowledged to and before me that he executed such instrument as such President and that the seal affixed to the foregoing Declaration of Covenants and Restrictions is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 18TH day of September, 1984.

David Menard
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 24 1984
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT A

Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the Public Records of Pinellas County, Florida, LESS the easterly 17.00 feet thereof as right-of-way for County Road 70, and the northerly 164.62 feet of Lots 31 and 32, PINELLAS GROVES subdivision of the Northeast quarter of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, LESS right-of-way for County Road 70 on the East, more particularly described as follows:
Commence at the Southeast corner of the N.E. 1/4 of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence N. 00°-15'-50"W., along the East boundary of the N.E. 1/4 of said Section 25, 797.57 feet; thence N. 89°-18'-46"W., along the North boundary of Lot 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the Public Records of Pinellas County, and its easterly projection, 50.01 feet for a Point of Beginning;

thence S. 00°-15'-50"E., along the westerly right-of-way boundary of County Road 70, 50.00 feet westerly of and parallel to the East boundary of the N.E. 1/4 of said Section 25, 127.91 feet; thence N. 89°-17'-41"W., along the South boundary of Lot 1 of said EVANS SUBDIVISION, 5.00 feet; thence S. 00°-15'-50"E., continuing along the westerly right-of-way boundary of County Road 70, 164.62 feet; thence N. 89°-17'-41"W., 607.21 feet; thence N. 00°-17'-28"W., along the westerly boundary of Lot 31, PINELLAS GROVES subdivision of the N.E. 1/4 of said Section 25, according to the plat thereof recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida, and the westerly boundary of said Lots 1 and 2, EVANS SUBDIVISION, 292.34 feet; thence S. 89°-18'-46"E., along the North boundary of said Lot 2, 612.35 feet to the Point of Beginning; containing 4.09 acres, more or less.

EXHIBIT A

Prepared by
TERESA B. LACHER INC
2156 DR. SE
CLEARWATER, FL 33515
Telephone 43-5151

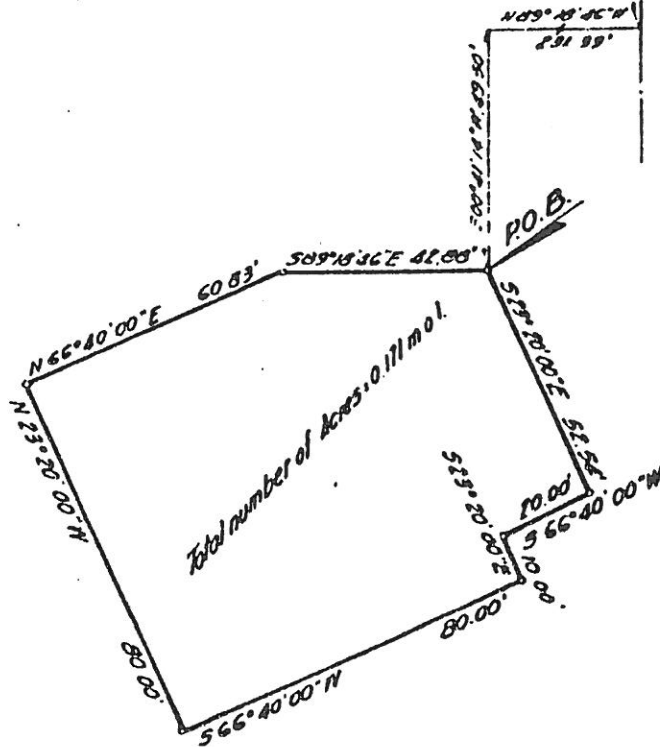
SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST

D. I. 5845 PAGE 1154

Northeast corner
of Section 25, T8S, R15E

DESCRIPTION:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.00°-15'-50"E., along the east boundary line of said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N.89°-18'-46"W., 231.39 feet; thence S.00°-41'-14"W., 49.50 feet, for a Point of Beginning; thence S.23°-20'-00"E., 52.54 feet; thence S.66°-40'-00"W., 20.00 feet; thence S.23°-20'-00"E., 10.00 feet; thence S.66°-40'-00"W., 80.00 feet; thence N.23°-20'-00"W., 80.00 feet; thence N.66°-40'-00"E., 60.83 feet; thence S.89°-18'-46"E., 42.88 feet, to the Point of Beginning. Containing 0.171 acres, more or less.



**LAKE HEATHER HEIGHTS-RECREATION AREA
BOUNDARY PLAN & DESCRIPTION**

EXHIBIT B

LLOVERAS, BAUR AND STEVENS ENGINEERS - SURVEYORS		
2110 U.S. HWY. 19 NORTH CLEARWATER, FLORIDA 33575 PHONE 184-7165		
REVISIONS	DRAWN BY <i>RL</i>	JN. 15323
	CHECKED BY <i>AN</i>	
	APPROVED BY <i>[Signature]</i>	
	DATE <i>1.29.58</i> 28, 1984	
	SCALE 1" = 30'	

BOUNDARY PLAN & DESCRIPTION

SHT. 1 OF 1
EXHIBIT B

KARLEEN F. DE BLAKE
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL

89280432

017128PG0957

89 NOV -9 PM 7:36

SURVEYOR'S CERTIFICATE

01 RECORDING
19.50
STATE OF FLORIDA
COUNTY OF PINELLAS

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 8th day of November, 1989, personally appeared before me the undersigned authority, SANTIAGO "SANDY" LLOVERAS, of LLOVERAS, BAUR & STEVENS, who, after being duly sworn as required by law, deposes and says:

1. That the plat of LAKE HEATHER HEIGHTS, A CONDOMINIUM, for Building B, is as attached hereto, all being made a part of that certain Declaration of Condominium, known as LAKE HEATHER HEIGHTS, A CONDOMINIUM, as recorded in O.R. Book 5988, Pages 1085 through 1104, Public Records of Pinellas County, Florida, and any amendments thereto, and which condominium plat was recorded in Condominium Plat Book 84, Pages 37 through 39, Public Records of Pinellas County, Florida, and that the construction of the improvements described, for Building B, is sufficiently complete so that such material, together with the wording of the Declaration relating to such matters of survey is a true and correct representation of the improvements described for Building B, and further that with such material it can be determined therefrom the identification, location, and dimensions of the common elements of each unit, for Building B, as it pertains to the condominium property set out on Sheet Nos. 1, 2 and 3 of the plat of LAKE HEATHER HEIGHTS, A CONDOMINIUM.

2. That from said survey, for Building B, and other documents recorded in said Declaration of Condominium of LAKE HEATHER HEIGHTS, A CONDOMINIUM, can be determined the location of each unit within the improvements as situated on the land, for Building B, along with the common elements and provide accurate representations of their locations and dimensions, as it pertains to the condominium property, for Building B, set out on Sheet Nos. 1, 2 and 3 of the plat of LAKE HEATHER HEIGHTS, A CONDOMINIUM. (Subject to a cathedral ceiling and dropped ceiling over a portion of the units.)

3. That this Affidavit is given for compliance with Section 718.104(4)(e), Florida Statutes, as amended (1978) and is and shall be made a part of the aforesaid Declaration of Condominium of LAKE HEATHER HEIGHTS, A CONDOMINIUM.

4. Further Affiant saith not.

Santiago "Sandy" Lloveras
Registered Land Surveyor
No. 1762
Registered Engineer No. 8508

Sworn to and subscribed before me this 8th day of November, 1989.

My Commission Expires:

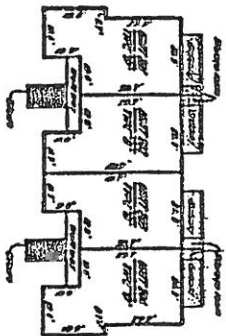
RETURN TO:

THIS INSTRUMENT PREPARED BY:
William J. Kimpton, Attorney
Kimpton, Burke & White, P.A.
2901 U.S. Hwy. 19 North, Suite 203
Clearwater, FL 34621

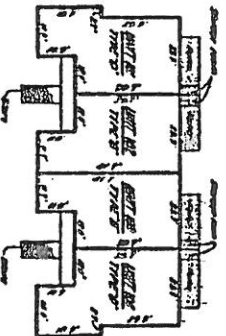
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. 099. 3. 1999
DOBBED THRU GENERAL INS. 009.

17001201 JCM 11-09-89 18:22:31
01
RECORDING 1 \$19.50

TOTAL: \$19.50
CHECK AMT. TENDERED: \$19.50
CHANGE: \$0.00



SECOND FLOOR
BULL DOGS

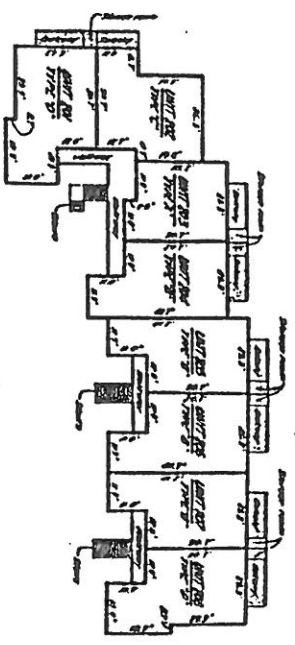


FIRST FLOOR
BUILDING "B"

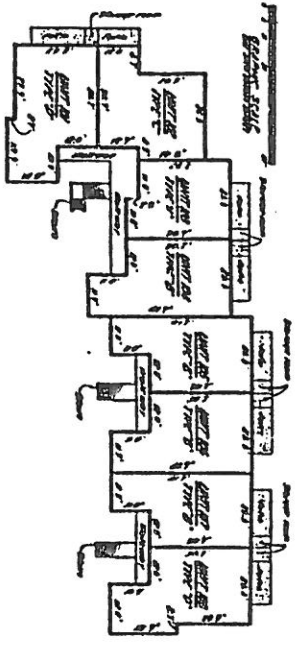
WATER USE CATEGORY	WATER CONSUMPTION
Residential	1.2
Commercial	1.5
Industrial	1.8
Municipal	1.1
Agriculture	1.4
Power Generation	1.3
Manufacturing	1.6
Transportation	1.0
Recreation	1.7
Healthcare	1.9
Education	1.2
Government	1.5
Religious	1.1
Non-Profit	1.3
Other	1.4

[illegible]

LAKE HEATHER HEIGHTS, A CONDOMINIUM
A PART OF THE SE1/4 OF THE NE1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 18 EAST
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA.

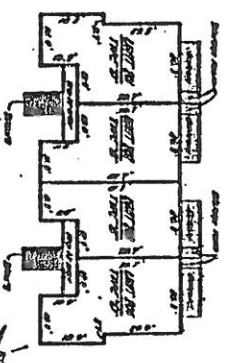


SECOND FLOOR
BUILDING "D"

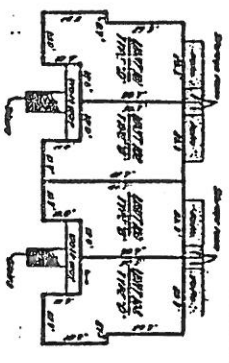


FIRST FLOOR
BUILDING "D"

LEGEND AND NOTES:
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
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The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.



SECOND FLOOR
BUILDING "C"



FIRST FLOOR
BUILDING "C"

LEGEND AND NOTES:
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
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The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.
The first and second floor outlines of each building are shown separately.

LEGEND AND NOTES:

Symbol	Description
[Symbol]	First Floor
[Symbol]	Second Floor
[Symbol]	Third Floor
[Symbol]	Fourth Floor
[Symbol]	Fifth Floor
[Symbol]	Sixth Floor
[Symbol]	Seventh Floor
[Symbol]	Eighth Floor
[Symbol]	Ninth Floor
[Symbol]	Tenth Floor
[Symbol]	Eleventh Floor
[Symbol]	Twelfth Floor
[Symbol]	Thirteenth Floor
[Symbol]	Fourteenth Floor
[Symbol]	Fifteenth Floor
[Symbol]	Sixteenth Floor
[Symbol]	Seventeenth Floor
[Symbol]	Eighteenth Floor
[Symbol]	Nineteenth Floor
[Symbol]	Twentieth Floor
[Symbol]	Twenty-first Floor
[Symbol]	Twenty-second Floor
[Symbol]	Twenty-third Floor
[Symbol]	Twenty-fourth Floor
[Symbol]	Twenty-fifth Floor
[Symbol]	Twenty-sixth Floor
[Symbol]	Twenty-seventh Floor
[Symbol]	Twenty-eighth Floor
[Symbol]	Twenty-ninth Floor
[Symbol]	Thirtieth Floor

LAKE HEATHER HEIGHTS, A CONDOMINIUM
PURCHASE AND SALE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A PURCHASER OR LESSEE.

This Agreement of Purchase and Sale made and entered into by and between **Terra Belcher, Inc., a Florida corporation**, hereinafter called "Seller", whose address is c/o Robert L. Tankel, Esq., 1022 Main St Suite D, Dunedin, FL 34698, and _____ whose address is _____

_____ and telephone number is (____) _____, hereinafter called "Purchaser." The date of the Agreement (Effective Date) shall be the date when the last one of the Purchaser or Seller has signed this Agreement.

The parties hereto agree that Seller shall sell and Purchaser shall purchase the following described property under the terms and conditions hereinafter set forth:

Condominium Unit No. _____ of LAKE HEATHER HEIGHTS CONDOMINIUM, according to the Declaration thereof, as recorded in Official Records Book 5988 at Page 1085, Public Records of Pinellas County, Florida together with an undivided share in the common elements appurtenant thereto as amended from time to time.

The address of said unit is: _____

This contract is made upon the consideration of the following terms and conditions:

1. Purchase Price. The purchase price of _____ Dollars (\$ _____) shall be paid as follows:

- | | | |
|----|---|----------|
| A. | Initial deposit upon execution of this agreement | \$ _____ |
| B. | Additional deposit due on or before fifteen (15) days from the Effective Date | \$ _____ |
| C. | Total deposit | \$ _____ |
| D. | Balance due from purchaser at closing (plus closing costs and extras that have not been paid as of the date of the closing and other prorations provided herein). | \$ _____ |

2. Mortgage Financing. If the purchase price or any part thereof is to be financed by a mortgage loan, this Agreement is conditioned upon Purchaser obtaining mortgage qualification within 30 days from the Effective Date for a loan in the principal amount of \$ _____. Purchaser will make loan application within two (2) days following the date hereof and diligently proceed thereafter to provide the necessary information and exhibits, as well as execute any necessary documents and to cooperate with Lender so as to expedite the loan approval process. The loan contingency shall be waived unless Purchaser notifies Seller in writing within thirty (30) days of the Effective Date that Purchaser was unable to satisfy the loan contingency. If Purchaser was unable in good faith to satisfy the loan contingency and provides the required written notice to Seller, then this Agreement shall be null and void and the deposit promptly returned to Purchaser.

3. Deposits. The initial deposit will be refunded, upon receipt of a written request, at any time prior to the date the Additional Deposit is due. The deposits will not be refundable after the later of fifteen (15) days from the Effective Date or such time as the Additional Deposit is due. The deposits shall be made payable to, and deposited with ESCROW AGENT Robert L. Tankel, P.A., 1022 Main St. Suite D, Dunedin, Florida 34698, as Escrow Agent, pursuant to an Escrow Agreement and Chapter 718, Florida Statutes, which amount shall be applied to the cash due at the time of closing. Escrow Agent shall furnish Purchaser a receipt for deposits paid, upon request.

4. Cancellation. If Purchaser should cancel this Agreement according to the provisions of the contract, or otherwise be entitled to a return of their deposit, the complete documents provided with this contract as required by Sections 718.503 and 718.504, Florida Statutes, must be returned to Seller along with the written request for return of deposit.

5. Title Insurance and Closing Expenses. Prior to closing, Seller agrees to obtain and deliver to Purchaser a title Insurance binder in a sum equal to the purchase price evidencing a marketable fee simple title to the Unit in Seller, subject only to the exceptions set forth in Paragraph 7A hereof. Subsequent to closing, Seller will obtain and deliver to Purchaser a title Insurance policy insuring a marketable fee simple title in Purchaser subject only to the exceptions set forth in Paragraph 7A hereof. Purchaser's share of the closing costs, including the expense of an owner's title Insurance commitment and policy, recording fees, and documentary stamps on the deed at the current rates, shall equal 1.5% of the Total Purchase Price of the Unit. Such sum shall be included on the Closing Statement and paid by Purchaser at the time of closing in addition to the Total Purchase Price. If a portion of the Total Purchase Price is being financed through an institutional lender, Purchaser shall have the option either to take advantage of the foregoing arrangement for title insurance or Purchaser may arrange to obtain and pay directly for his own title insurance in which event the standard charge to Seller for title insurance shall be deducted from the closing costs to be paid by Purchaser. Purchaser shall also pay any increase in the rates for documentary stamps or recording and the minimum promulgated rates for title insurance from the Effective Date. In the event that the Purchaser is obtaining mortgage or other financing the Purchaser shall be responsible for all fees, charges, costs and expenses related to such financing, including, without limitation, all mortgage application, commitment and loan closing fees, charges, costs and expenses, the title insurance premium for any mortgage title insurance policy, endorsements to the owners policy, as well as all other costs, fees and expenses incurred at Purchaser's request in connection with closing this transaction. Each party shall pay their own attorneys' fees, if any. Purchaser shall be responsible for payment for all deposits and other charges levied by public or private utilities in order to initiate service to Purchaser's unit. Assessments for the current and subsequent quarter for common expenses for the condominium association shall be prorated as of the closing date, due at closing, and paid by Purchaser, as well as two month's assessments as working capital. Ad valorem taxes for the year of closing shall be prorated as of the closing date, due at closing, and shall be paid by Purchaser. If the unit has not been separately assessed for the year of closing, taxes for the entire parcel of property

constituting the condominium shall be computed and apportioned among the units in the condominium and prorated at closing, with Purchaser's share payable at closing by Purchaser.

6. Closing. The closing shall take place at the offices of Escrow Agent on or before _____, 20____. If no date is completed, then on a date designated by Seller, which shall be no later than five (5) days after the mortgage approval, if applicable, is obtained, and the 15 day rescission period is either passed or waived by the Purchaser. Seller shall give Purchaser written notice of the closing date. The Purchaser hereby agrees to pay, and authorizes the closing agent to disburse a payment of Fifty and no/100 Dollars (\$50.00) per day to the Seller to offset carrying costs on the Unit resulting from any delay in closing caused by the Purchaser. Purchaser will be given an opportunity to inspect the Unit prior to closing and to complete a punchlist listing items needing correction. Seller will correct all defects as soon as possible, however, no punchlist items shall be grounds for deferring the closing, and no escrows or holdbacks of closing funds will be permitted. Purchaser shall not be allowed to take possession of the Unit prior to closing the purchase.

At the closing, all sums due the Seller from the Purchaser shall be paid by way of cash, cleared wired funds, or cashier's check drawn on a bank having offices in Pinellas County, Florida in U.S. Dollars. At the closing, the Seller shall deliver to the Purchaser the following documents:

A. Warranty Deed subject to:

Declaration of Condominium, Articles and Bylaws of the Condominium Association and exhibits attached thereto; all amendments thereto; covenants, conditions, limitations, restrictions, reservations, easements, agreements, and other matters of public record now or hereafter granted by the Seller or imposed by governmental authorities having jurisdiction or control over the subject property; Zoning, building code, ordinances, regulations, rights or interest vested in any municipal, county, state or federal government or agency; any mortgage executed by Purchaser, encumbering the unit; taxes and assessments for the current year and subsequent years; such other standard printed exceptions contained in the standard ALTA Owner's title insurance policy issued in Pinellas County.

B. A title insurance binder from a licensed title company committing it to issue a title insurance policy on the subject unit subject to those items set forth in subparagraph A above.

C. No Lien Affidavit.

D. Closing Statement.

7. Condominium Documents. The Condominium will be created or has been created pursuant to a Declaration of Condominium of Lake Heather Heights Condominium, recorded in the Public Records of Pinellas County, Florida. Said Declaration includes a survey of the real property, Articles of Incorporation, and Bylaws of The Condominium Association, and the nature and incidents of ownership. Purchaser's share in the common elements and the particulars of Purchaser's interest in same are to be determined solely by reference to said Declaration and Exhibits. The Purchaser agrees that the purchase and occupancy of the Unit will, at all times, be subject to the provisions of the above referenced instruments and documents (sometimes herein called "The Condominium Documents"). The Purchaser acknowledges having received copies of each and every of said instruments and documents and all other documents required to be furnished by Section 718.503 and 718.504, Florida Statutes. The Seller reserves the right to amend any of said instruments and documents provided that (i) a copy of said amendment is transmitted to the Purchaser, and (ii) if the amendment materially and adversely affects the rights of the Purchaser, Purchaser shall have an additional fifteen (15) day cancellation period.

8. Default. The following shall constitute events of default by Purchaser:

- (i) Failure to consummate this purchase and sale and/or execute all documents reasonably required by Seller and pay the balance of the purchase price;
- (ii) Failure to comply with any other term or condition of this Purchase Agreement.

In the event of default by the Purchaser any deposit paid, together with accrued interest thereon, if any, shall be retained by Seller as agreed upon liquidated damages. In this regard, Purchaser acknowledges that exact damages are incapable of being ascertained by virtue of the fact that Seller has removed the subject unit from the market. Purchaser further acknowledges that the sum being retained by Seller, as liquidated damages, is a fair and reasonable sum to compensate Seller and is in no way or manner intended to be a penalty. Upon Purchaser's default, all Purchaser's rights in this Agreement shall end and Seller may resell the Condominium Unit without any accounting to Purchaser.

If Seller refuses to perform under this Agreement, all deposits shall be returned to Purchaser on demand together with any interest earned thereon and Purchaser shall otherwise have the right to pursue legal or equitable remedies available to Purchaser under applicable laws.

9. Notices. Notice to either party shall be deemed as properly given when mailed to the addresses of Seller and Purchaser set forth in the Preamble as follows:

- (a) Within the continental United States, by certified mail, return receipt requested, with sufficient postage stamps affixed or by express mail, Federal Express or a similar express mail service;
- (b) Without the continental United States by telegram or telex, which will be deemed received by said party two (2) days after the transmission of said telegram or telex.

10. Insulation. The types, thickness and R-values of the Insulation Seller intends to install that will directly affect the Unit are as follows:

Location	Type	Thickness	R-Value
Exterior Walls	Semi rigid Board	1"	R-4.35
Ceiling on top floor units	Batt fiberglass	6" average	R-19

Purchaser understands that the R-values given are based solely on information provided Seller by the manufacturers of the insulation and that Seller is not responsible for their errors. These insulation disclosures are subject to Seller's right to make changes and to applicable limitations of liability stated in this Agreement. Developer reserves the right to substitute products of equal R-value. Field applied, blown or sprayed insulation products may vary in thickness due to installation procedures. All dimensions are considered nominal at the time of product installation. Developer cannot control the movement of insulation products in areas where ventilation is uncontrolled or is subject to air flows which might move the insulation to areas other than the original placement area. In accordance with Section 553.9085, Florida Statutes, a purchaser of real property with a building for occupancy located thereon shall be provided an energy performance level display card and a copy of an information brochure prepared and provided at no cost by the Department of Community Affairs Codes and Standards Office. The undersigned Buyer hereby acknowledges that they have received a copy of the information brochure and energy performance level display card.

11. **RIGHT TO CANCEL. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER**

OF ALL OF THE ITEM REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

12. Florida Law: Severability. Any disputes that develop under this Agreement will be settled according to Florida law. The invalidity or unenforceability of any part of this Agreement under Florida law shall not affect the validity or enforceability of the remainder.

13. Attorney's Fees. The non-prevailing party shall be liable for the prevailing party's reasonable attorney's fees and court costs incurred in connection with litigation relating to this Agreement, including, but not limited to, attorney's fees incurred in trial, post judgment, appellate and bankruptcy proceedings.

14. Time of the Essence. Performance at the times stated in this Agreement is of absolute importance and any failure to perform at those specific times shall constitute a default, time being of the essence of all matters in this Agreement.

15. WARRANTY DISCLAIMER. DEVELOPER PROVIDES THE WARRANTIES SET FORTH UNDER SECTION 718.203, FLORIDA STATUTES. DEVELOPER/SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED AND SPECIFICALLY MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER/SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR COMPLIANCE WITH THE RECORD PLANS AND SPECIFICATIONS. FURTHER, DEVELOPER/SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES CAUSED BY A WARRANTED ITEM. FURTHER, DEVELOPER/SELLER GIVES NO WARRANTY EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF OR LEVELS OF RADON OR RADON PROGENY OR ANY OTHER INDOOR AIR POLLUTANT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

16. Survival and Incorporation. The provisions and disclaimers in this Agreement which are intended to have effect after the closing shall survive the closing. The explanations and disclaimers set forth in the Condominium Documents are incorporated into this Agreement.

17. Radon Gas. Florida law requires that the following statement be made in any contract for the sale of a residential dwelling: 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 in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18. Broker. Purchaser warrants and agrees that this Agreement was not procured by any real estate broker (other than the broker, if any, whose name appears below). Purchaser agrees to indemnify and hold Seller harmless for any claim to a real estate commission arising out of this sale made by any broker other than for the below named broker, if any, and will pay the reasonable costs and expenses of defending against any such claim, including reasonable attorneys for trial and appellate proceedings. This warranty and agreement shall survive the closing of this transaction. The below named broker, if any, agrees that its commission shall be payable only in the event of and at the time of closing this transaction, and that if this transaction does not close for any reason, then no commission shall be payable even though the earnest money deposits may have been forfeited to Seller.

19. Assignment/Recording. This Agreement shall be binding upon the parties hereto, and their heirs, personal representatives and successors. This Agreement may not be assigned by Purchaser without the prior written consent of the Seller, which consent, if given, shall be subject to such conditions as may be specified by the Seller, including, but not limited to, payment to Seller of an assignment fee. The fact that the Seller refuses to give its consent to an assignment shall not give rise to any claim for any damages against Seller. This Agreement shall not be recorded in the office of the clerk of any Circuit Court of the State of Florida and any recording of same by the Purchaser shall be considered a material breach of this Agreement.

20. Risk of Loss. Prior to closing, Seller shall assume all risk of loss by reason of fire, windstorm, or other casualty. If casualty occurs prior to closing, Seller may, at Seller's option, either cancel this Agreement and direct the escrow agent to return all deposits placed hereunder, in which event this Agreement shall be void and of no effect, or rebuilt as soon as possible, in which event this Agreement shall be in full force and effect, provided however, that such reconstruction is accomplished within the time specified in this Agreement. Under no circumstances shall Purchaser have any interest in any Insurance proceeds attributable to said casualty.

21. Integration. This Agreement supersedes any and all previous understandings and agreements between the parties. This Agreement represents the entire agreement between the parties. No representations or inducements prior hereto, which are not included and embodied in this Agreement, shall be of any force or effect. This Agreement may only be amended or modified by an instrument in writing signed by Seller and Purchaser.

22. Multiple Purchasers. If two or more persons are named as Purchaser herein, any one of them is hereby authorized by the other or others to act as agent for, with the right to bind, the other(s) in all matters and of every kind and nature with respect to this Agreement. If the Purchaser is married, and the Purchaser's spouse is not named as a Purchaser herein, Purchaser shall have the duty to obtain Purchaser's spouse's execution of mortgage and other closing documents as required by lender, closing agent and Seller. Failure of Purchaser's spouse to do so shall constitute Purchaser's default hereunder.

23. Construction Issues. Construction of Purchaser's Unit and all appurtenances thereto including limited and common elements shall be substantially in accordance with the plans and specifications on file with the County, but nonmaterial deviations therefrom shall be accepted to Purchaser as long as the value and marketability of the unit are not materially and adversely affected. All square footages in the Prospectus, and other written documentation, or made verbally, are approximate.

24. Multiple Purchasers. If two or more persons are named as Buyer herein, any one of them is hereby authorized by the other or others to act as agent for, with the right to bind, the other(s) in all matters and of every kind and nature with respect to this Agreement. If the buyer is married, and the Buyer's spouse is not named as a Buyer herein, Buyer shall have the duty to obtain Buyer's spouse's execution of mortgage and other closing documents as required by lender, closing agent and Seller. Failure of Buyer's spouse to do so shall constitute Buyer's default hereunder.

PURCHASER:

Date: _____

SELLER:

Terra Belcher, Inc,
a Florida corporation

By: _____,
_____, Authorized Agent

Date: _____

ESCROW AGENT:

RECEIPT of the above deposit is hereby acknowledged.

Robert L. Tankel, P.A.

Date: _____

By: _____,
_____, President

LAKE HEATHER HEIGHTS CONDO S
Balance Sheet
December 31, 2000

020801
Page 1

ASSETS

Current Assets

Cash In Bank	848.78
Cash In Bank - Reserves	17,992.23
Cash In Bank - Special	1,684.11
Accounts Receivable	507.00

Total Current Assets

21,032.12

TOTAL ASSETS

\$21,032.12

LIABILITIES AND CAPITAL

Long-Term Liabilities

Reserve	17,992.23
Reserve - Special	1,684.11

Total Long-Term Liabilities

19,676.34

TOTAL LIABILITIES

19,676.34

Capital

Prior Years Earnings	2,493.92
Net Profit/Loss	-1,138.14

Total Capital

1,355.78

TOTAL LIABILITIES & CAPITAL

\$21,032.12

UNAUDITED AND NO OPINION EXPRESSED

LAKE HEATHER HEIGHTS CONDO ASS
Statement Of Operations
For The 4th Quarter Ending December 31, 2000

020801
Page 1

	Current Period		Year to Date	
REVENUES				
Association Fees **	8,112.00	99.0	32,626.05	99.0
Interest Income	84.62	1.0	336.49	1.0
	-----		-----	
TOTAL REVENUES	8,196.62	100.0	32,962.54	100.0
	-----		-----	
GROSS PROFIT	8,196.62	100.0	32,962.54	100.0
EXPENSES				
Accounting Expense	0.00	0.0	100.00	0.3
Bank Charges	45.51	0.6	182.04	0.6
Electric Expense	669.67	8.2	2,731.78	8.3
Ground Maintenance	2,245.00	27.4	5,185.00	15.7
Insurance Expense	0.00	0.0	2,576.23	7.8
Janitorial Expense	238.01	2.9	613.01	1.9
Legal Expense	0.00	0.0	680.33	2.1
License/Fee Expense	0.00	0.0	522.40	1.6
Management Fees	1,200.00	14.6	4,800.00	14.6
Office Expense	0.00	0.0	50.00	0.2
Pest Control Expense	139.20	1.7	369.20	1.1
Pond Maintenance	75.00	0.9	300.00	0.9
Pool Expense	525.00	6.4	2,308.48	7.0
Repairs & Maintenance	350.66	4.3	1,576.23	4.8
Reserve Expense	2,004.11	24.5	3,214.45	9.8
Sewer Expense	374.40	4.6	3,140.76	9.5
Trash Expense	374.00	4.6	2,244.00	6.8
Water Expense,	540.79	6.6	3,506.77	10.6
	-----		-----	
TOTAL EXPENSES	8,781.35	107.1	34,100.68	103.5
	-----		-----	
PROFIT/LOSS	-584.73	7.1	-1,138.14	3.5
	=====		=====	

** Includes Laundry (307.05)

UNAUDITED AND NO OPINION EXPRESSED

QUIT CLAIM DEED

THIS INDENTURE, made and executed this 16th day of October, 2000, by **REPUBLIC BANK**, a Florida banking corporation, 111 Second Avenue, N.E., St. Petersburg, Florida 33701, party of the first part, and **TERRA BELCHER, INC.**, a Florida corporation, c/o 11740 Bayview Avenue, Richmond Hill, Ontario, Canada L4C 4X7, party of the second part.

WITNESSETH:

That said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid by party of the second part, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the parcel of land situate, lying and being in Pinellas County, Florida, being more particularly described in the attached Exhibit "A".

SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS OF RECORD, AND TAXES FOR THE YEAR 2000 AND ALL SUBSEQUENT YEARS, AND SUBJECT TO CONDOMINIUM PLAT AND DECLARATION OF CONDOMINIUM FOR LAKE HEATHER HEIGHTS, A CONDOMINIUM, AND ALL AMENDMENTS THERETO.

BY EXECUTION HEREOF, GRANTOR MAKES NO REPRESENTATION AS TO THE STATUS OF ASSESSMENTS DUE TO THE REFERENCED CONDOMINIUM ASSOCIATION, WHICH MAY BE A LIABILITY TO THE SUBJECT PROPERTY, NOR DOES GRANTOR MAKE ANY REPRESENTATION AS TO THE AVAILABILITY OF THE SUBJECT PROPERTY TO BE USED FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO DEVELOPMENT OF ADDITIONAL RESIDENTIAL CONDOMINIUM UNITS.

GRANTOR HEREBY TRANSFERS TO GRANTEE ALL DEVELOPMENT RIGHTS, IF ANY, POSSESSED BY GRANTOR FOR DEVELOPMENT OF CONDOMINIUM UNITS WITHIN THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "A", WITHOUT WARRANTY, EXPRESSED OR IMPLIED.

TO HAVE AND TO HOLD, the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and

PREPARED BY AND RETURN TO:
William J. Kimpton, Esquire
KIMPTON, BURKE, WHITE & HEIDEN, P.A.
28059 U.S. Highway 19 North, Suite 100
Clearwater, FL 33761

seal the day and year first above written.

Witnesses:

Judith A. D'Amico
JUDITH A. D'AMICO

Jayne L. Lawton
JAYNE L. LAWTON

REPUBLIC BANK, a Florida corporation

By Michael E. Johnson
Michael E. Johnson, Sr. Vice Pres.

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of October, 2000, by Michael E. Johnson, as Sr. Vice President of REPUBLIC BANK, a Florida banking corporation, on behalf of said corporation, (✓) who is personally known to me or () who has produced his driver's license as identification and who did not take an oath.

Jayne L. Lawton
Notary Public

My Commission Expires:

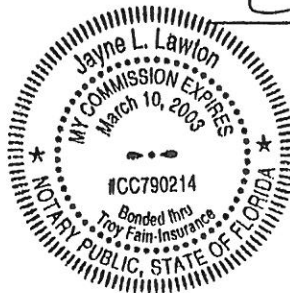


EXHIBIT "A"

Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 and 208 in Building A, and Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 and 208 in Building D, LAKE HEATHER HEIGHTS, A CONDOMINIUM, according to the Declaration of Condominium in Official Record Book 5988, Page 1085, Pages 37, 38, and 39, Public Records of Pinellas County, Florida (which units have not been constructed), together with an undivided interest in the common elements appurtenant thereto.

ALSO DESCRIBED AS FOLLOWS:

A part of Lots 1 and 2, EVANS SUBDIVISION, according to the plat thereof recorded in Plat Book 28, page 63 of the public records of Pinellas County, Florida, and part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the Northeast quarter of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof in Plat Book 3, page 15, of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the East boundary of said Section 25, (centerline of County Road No. 70, Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet to a point on the west right-of-way line of County Road No. 70, Belcher Road, for a Point of Beginning; thence S 00°15'50" E, along said west right-of-way line, 127.91 feet; thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, along said west right-of-way line 164.60 feet; thence N 89°17'41" W, 270.00 feet; thence S 00°42'19" E, 50.00 feet; thence N 89°17'41" W, 338.08 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary and the west boundary of Lots 1 and 2 of said EVANS SUBDIVISION, 242.34 feet, to a point on the north boundary of Lot 2 of said EVANS SUBDIVISION; thence S 89°18'46" E, along said north boundary, 612.35 feet, to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the property commonly referred to as Betty Drive West and more particularly described as follows:

A part of Lots 31 and 32, PINELLAS GROVES SUBDIVISION of the N.E. 1/4 of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, according to the plat thereof recorded in Plat Book 3, page 15 of the public records of Pinellas County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; thence S 00°15'50" E, along the east boundary said Section 25 (centerline of County Road No. 70 - Belcher Road), 1880.99 feet; thence N 89°18'46" W, 50.01 feet, to a point on the west right-of-way line of County Road No. 70 - Belcher Road; thence S 00°15'50" E, along said right-of-way line, 127.91 feet; thence N 89°17'41" W, 5.00 feet; thence S 00°15'50" E, continuing along said west right-of-way line, 114.62 feet; thence N 89°17'41" W, 269.15 feet, for a Point of Beginning; thence S 00°42'19" W, 50.00 feet; thence N 89°17'41" W, 337.21 feet, to a point on the west boundary of Lot 31 of said PINELLAS GROVES SUBDIVISION; thence N 00°17'28" W, along said west boundary, 50.01 feet; thence S 89°17'41" E, 338.08 feet, to the Point of Beginning.

LESS AND EXCEPT Units 101, 102, 103, 104, 201, 202, 203 and 204 in Building C, and Units 101, 102, 103, 104, 201, 202, 203 and 204 in Building B, LAKE HEATHER HEIGHTS, A CONDOMINIUM, according to the Declaration of Condominium in Official Record Book 5988, page 1085, and according to the Plat as recorded in Condominium Plat Book 84, Pages 37, 38 and 39, Public Records of Pinellas County, Florida, together with an undivided interest in the common elements appurtenant thereto.

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of September, 2001, by and between Terra Belcher, Inc., a Florida Corporation, whose principal office is located at c/o Robert L. Tankel, P.A. 1022 Main St. Dunedin FL 34698, (hereinafter referred to as "Developer"), and ROBERT L. TANKEL P.A., whose address is 1022 Main St. Suite D Dunedin, Florida 34698 (hereinafter referred to as "Escrow Agent").

W I T N E S S E T H:

WHEREAS, Developer is developing a condominium known as LAKE HEATHER HEIGHTS, A CONDOMINIUM (hereinafter referred to as the "Condominium"); and

WHEREAS, Developer intends to enter into purchase and sale agreements for the sale of units in the Condominium, each of which is referred to herein as the "Purchase Agreement"; and

WHEREAS, Developer desires to make arrangements to escrow the deposit or a portion of the deposit on each Purchase Agreement in accordance with the provisions of the Florida Condominium Act (Section 718.202, Florida Statutes); and

WHEREAS, Escrow Agent has consented to hold and disburse the deposits it receives pursuant to the terms and provisions hereof.

NOW, THEREFORE, the Escrow Agent and the Developer agree as follows:

1. Establishment of Escrow. The parties hereto establish an escrow for the purposes of receiving, holding and disbursing funds as required under Florida Statutes, Chapter 718 of the Condominium Act. Funds deposited in this escrow may, at the election of the Escrow Agent, be deposited in separate accounts, or in a common escrow, or co-mingled with the other escrow monies received by or handled by Escrow Agent, provided, however, Escrow Agent shall at all times maintain adequate records to show the interest of each person who is a purchaser of a unit in LAKE HEATHER HEIGHTS, a Condominium (the "Purchaser"); provided further, that a summary of such accounts shall be provided not less often than quarterly to

Developer, said summary stating the name, address and unit number of the Purchaser and the then balance of his account.

2. Deposit of Funds. So long as required by the Condominium Act, in connection with sales of units which are a part of LAKE HEATHER HEIGHTS, a Condominium, the Developer shall promptly deposit funds received from Purchasers with Escrow Agent in such amount or amounts as are required under the Condominium Act and under the Purchase Agreements. The Developer shall, at the time of such deposit, furnish Escrow Agent a copy of the Purchase Agreement applicable to the Purchaser, the amount of such funds being delivered to the Escrow Agent, the full name, mailing address and telephone number of the Purchaser, and such other information as the Escrow Agent shall reasonably require. In addition, any transmittal of a deposit from Developer to Escrow Agent shall detail whether the deposit is for the first 10% of the sales price set forth in the applicable Purchase Agreement, or whether the deposit being transmitted, or any portion thereof, is in excess of 10% of the sales price.

The sole responsibility for determining whether or not the amount of the funds deposited in escrow comply with the Condominium Act shall be that of the Developer, and the Escrow Agent shall only be responsible for funds actually received. All checks or drafts received are received subject to collection.

3. Receipt and Acknowledgement. Upon receipt of the funds, Escrow Agent shall deliver two (2) copies of a written acknowledgement to the Developer and shall keep a record copy of such acknowledgement. The acknowledgement shall be in form agreed to by the parties and shall identify the Condominium, state the date and amount received, the name and address of the Purchaser, and the unit number of the unit being purchased. The Developer shall retain one (1) copy and shall deliver the other copy to the Purchaser of the condominium unit.

4. Release of Funds from Escrow. The Escrow Agent shall release and disburse the Purchaser's deposit escrowed hereunder, and a pro rata portion of any interest earned thereon in accordance with the following:

(a) If the Purchase Agreement of any Purchaser so provides, upon written request to Escrow Agent by Developer,

accompanied by a statement that the construction of improvements including the Purchaser's Unit has begun, Escrow Agent shall pay to Developer any deposits in excess of ten percent (10%) of the sales price set forth in any Purchase Agreement. Pursuant to Florida Statutes, Section 718.202, said funds may not be used by Developer prior to closing the Purchase Agreement, except for refund to the Purchaser, or except for actual construction and development of the Condominium property in which the unit to be sold pursuant to the Purchase Agreement is located. In any event, no part of such funds may be used for salaries, commissions, or expenses of salesmen or for advertising purposes by Developer. With respect to such funds, Escrow Agent will not be responsible as to the proper application of same by Developer, and Developer agrees to indemnify and hold Escrow Agent harmless from any and all liabilities which may be incurred by Escrow Agent, including attorneys' fees, in connection with the payment of such funds to Developer.

(b) To the Purchaser within ten (10) days after the receipt of the Developer's written certification that the Purchaser has properly terminated his Purchase Agreement.

(c) To the Developer within ten (10) days after receipt of the Developer's written certification that the Purchaser's Purchase Agreement has been terminated by reason of said Purchaser's failure to cure a default in performance of the Purchaser's obligations thereunder; provided however, in the event of a closing and the failure of the Escrow Agent to receive instructions and/or the notice contemplated in paragraph 4(d) below, then the Escrow Agent shall release the deposit monies with respect to the Purchase Agreement for which a closing has occurred, to the Developer upon expiration of forty-five (45) days after such closing, unless, prior to the expiration of such forty-five (45) day period, Escrow Agent has received from the Purchaser under the Purchase Agreement, written notice of a dispute between the Purchaser and Developer.

(d) If the deposit of a Purchaser, together with any interest earned thereon, has not been previously disbursed in accordance with the provisions of 4(a), (b) and (c) above, the same shall be disbursed to the Developer upon receipt from the Developer of a closing statement or other verification signed by the Purchaser or his attorney or authorized agent, reflecting that the transaction for the sale of the purchase of the subject condominium

unit has been closed; provided, however, that no disbursement shall be made under this paragraph if, prior to disbursement, the Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer, and Escrow Agent may then proceed in accordance with the other provisions of this Agreement.

(e) The Escrow Agent shall, at any time, make distribution of the Purchaser's deposit and interest earned thereon upon written direction duly executed by both the Developer and Purchaser.

(f) Interest earned on any deposit shall have been deemed to be earned on a day to day basis from the date following the signing of the Purchaser Agreement to the date of disbursement of such deposit.

5. Request for Disbursement for Construction. Any request by Developer for disbursement of any escrowed funds pursuant to Paragraph 4(a) of this Agreement shall be accompanied by a written statement of Developer including the following: (i) that construction has begun on the Condominium in which the unit is located, (ii) that all funds released to Developer will be used solely for construction purposes, and (iii) shall contain a list detailing those Purchaser's funds which are being drawn, broken down into first 10% deposits and deposits in excess of 10% of the sales price set forth in the Purchaser's Purchase Agreement. Developer shall maintain sufficient accounting records to demonstrate that all released funds were used for construction purposes. Prior to releasing any funds to Developer pursuant to Paragraph 4(a) of this Agreement, Escrow Agent shall determine that its records agree with the information required by this paragraph.

6. Investment of Funds. Escrow Agent may invest the escrow funds in any federally-insured financial institution. Escrow Agent is hereby released and exonerated from any and all liability, whether now existing or hereafter arising, by reason of any loss resulting from the failure of any such institution to pay upon demand, monies deposited therein or interest accrued thereon.

7. General Provisions.

(a) Instructions to Escrow Agent. The following procedure shall be used by the parties concerning instructions to the Escrow Agent:

(1) All instructions to the Escrow Agent shall be in writing and signed by the person or persons requesting such instructions. Any instructions which are jointly authorized by all parties shall be signed by all persons.

(2) The Escrow Agent shall, upon receipt of instructions from any person or persons, furnish a written acknowledgement thereof to the person serving such instruction upon the Escrow Agent.

(3) The Escrow Agent shall, upon receipt of instructions from any person or persons (other than instructions jointly authorized by all parties), serve an exact copy of such instructions upon all other parties to the Purchase Agreement, by Certified Mail, at the mailing address shown in the Purchase Agreement, stating the date that the Escrow Agent received the instructions and the date a reply, if any, is due.

(4) Developer shall immediately deliver to the Escrow Agent copies of any written notice or request from a Purchaser relating to a Purchase Agreement and this Escrow Agreement. Developer hereby agrees to indemnify and hold Escrow Agent free and harmless from and against any claims, causes of action, liability or expenses arising from Developer's failure to promptly deliver a copy to Escrow Agent of any written request by Purchaser for a refund of a deposit.

8. Reporting Requirements. In addition to its other duties and obligations hereunder, Escrow Agent hereby agrees to timely file with the Internal Revenue Service any and all documentation required to be filed in connection with the interest earned on the escrow monies, if any, by either the Developer or Purchaser, as the case may be. All Purchase Agreements shall contain either the social security number or federal I.D. number of the Developer and Purchaser, as applicable, in order to assist Escrow Agent in such required filing. Additionally, Escrow Agent shall send a photocopy of the documentation filed with the Internal Revenue Service to Developer or Purchaser, as applicable.

9. Reliance. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; nor as to the identity, authority, or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and to disbursements of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit of a Purchaser in accordance with the provisions hereof, the escrow shall terminate as regards said Purchaser's deposit, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

10. Indemnification of Escrow Agent. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorney's fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the Escrow Agent.

11. Interpleader. In the event of disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, at its sole discretion,

file an action in interpleader to resolve the said disagreement. Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorney's fees, in connection with the aforesaid interpleader action.

12. Joinder-in-Lawsuit. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding a Purchaser's deposit, Escrow Agent shall, at its option, either tender said deposit to the registry of the court or disburse same in accordance with the court's ultimate disposition of the cause and Escrow Agent shall be entitled to its reasonable attorney's fees and court costs in accordance with the Purchase Agreement.

13. Construction. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement shall be made a part, in its entirety, of any prospectus (required by Section 718.503-505, Florida Statutes) distributed to purchasers or prospective purchasers of condominium units in LAKE HEATHER HEIGHTS, a Condominium.

14. Incorporation. This Escrow Agreement shall be expressly incorporated by reference in all Purchase Agreements between Developer and Purchasers.

15. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, and their respective successors and assigns.

16. Compensation. Escrow Agent agrees to act as same without direct compensation. It is understood and agreed that Escrow Agent shall be the closing agent and title insurer for closings on all units at LAKE HEATHER HEIGHTS, a Condominium and that its compensation for services shall be based upon the average rates charge for comparable services within Pinellas County, Florida.

17. Resignation. Escrow Agent may resign upon thirty (30) days written notice to the Purchaser(s) and Developer. If a successor escrow agent is not appointed within this thirty (30) day period, the Escrow Agent may petition a court of competent jurisdiction to name a successor escrow agent, and upon designation of such successor, Escrow Agent shall deliver to successor escrow agent an accounting for and transfer of the escrow deposits held by

Escrow Agent and shall thereupon be further relieved of all liability under this Agreement to any and all parties and ordinary and necessary expenses connected therewith incurred by Escrow Agent shall be paid by Developer.

18. Termination. Developer may terminate this Escrow Agreement for all future Purchaser(s) upon thirty (30) days prior written notice to Escrow Agent, and thereafter enter into a similar escrow agreement for such future Purchaser(s) in accordance with the provisions of the Florida Condominium Act (Section 718.202, Florida Statutes). Additionally, Developer may appoint a substitute escrow agent for an accounting of all deposits held by Escrow Agent hereunder. Upon any such transfer of funds to any successor escrow agent, Escrow Agent shall be relieved of all liabilities and obligations hereunder and Developer agrees to indemnify and hold Escrow Agent harmless from and against any and all liability in connection with the delivery of funds to any such successor escrow agent.


19. Successor to Developer. In the event any mortgagee of Developer, by foreclosure, deed in lieu, or otherwise, succeeds to the rights of Developer with respect to any Purchase Agreement, the deposits for which are held in escrow pursuant to this Agreement, such mortgagee shall succeed to the rights of Developer under this Agreement with respect to such Purchase Agreement.

20. Compliance. Developer acknowledges that any willful failure to comply with the escrow provisions of Section 718.202, Florida Statutes, constitutes a criminal offense pursuant to Section 718.202(7), Florida Statutes.

21. Alternative Assurance. The Developer reserves the right to post an alternative assurance in accordance with Section 718.202, Florida Statutes, and Chapter 61B-17.009, Florida Administrative Code.


IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name the day and year first above written.

Signed, sealed and delivered DEVELOPER:
in the presence of:



WITNESS:

TERRA BELCHER, INC., a
Florida corporation,

By: 

Robert L. Tankel, President

(CORPORATE SEAL)

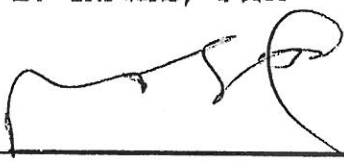
ESCROW AGENT:

ROBERT L. TANKEL, P.A.





Betsy Spell

By: 

Robert L. Tankel, President
(CORPORATE SEAL)