I#: 2016255831 BK: 19310 PG: 2479, 08/19/2016 at 02:18 PM, RECORDING 38 PAGES \$324.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY

DEPUTY CLERK: CLKPR10

# BY-LAWS OF HEATHER RIDGE CONDOMINIUMS MASTER ASSOCIATION, INC.

#### ARTICLE I – MEMBERSHIP

Heather Ridge Villas I, A Condominium; Heather Ridge Villas II, A Condominium; Heather Ridge Villas III, A Condominium; Heather Ridge Villas IV, A Condominium; Heather Ridge Villas VI, A Condominium; Heather Ridge Villas VII, A Condominium; Heather Ridge Villas IX, A Condominium; Heather Ridge Villas X, A Condominium; Heather Ridge West I, A Condominium; Heather Ridge West III, A Condominium; Heather Ridge West IV, A Condominium; Heather Ridge West V, A Condominium; and Heather Ridge North I, A Condominium (hereinafter collectively referred to as "The Condominiums"), shall be members of this Master Association (hereinafter collectively referred to as "The Association" or the ("Condo Master Association").

#### **ARTICLE II – MEETINGS**

<u>Section 1. First Meeting.</u> The first meeting of the Association shall be held within thirty (30) days from the date of incorporation for the purpose of electing officers and for transacting such business as the Association's Board of Directors (hereinafter referred to as the "Board") may deem appropriate.

<u>Section 2. Annual Meeting</u>. The Annual Meeting of the Association shall be held in the month of January of each calendar year on a date designated by the Board for the purpose of electing officers and for transacting such other business as the Board may deem appropriate.

<u>Section 3. Special Meeting.</u> Special meetings shall be held whenever called by the President, the Board of Directors, or upon receipt of a written request from 50% (fifty percent) of the voting interests of the Association. Such request shall state the purpose of the proposed meeting and date the meeting shall be held. No business other than that specified in the notice shall be conducted at the Special Meeting.

<u>Section 4. Notice of Meeting.</u> Notices of meetings or special meetings of members of the Board shall be mailed or delivered to each member at least seven (7) days prior to the meeting, stating in advance the business proposed to be transacted.

<u>Section 5. Quorum.</u> A majority of fifty-one (51%) percent or greater of Board members must be present at all meetings to constitute a quorum for the transaction of business.

### ARTICLE III - BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the authority to carry out and enforce the Declaration of Covenants and Restrictions of Heather Ridge Condominiums Master Association, Inc. (the Declaration); the By-Laws of Heather Ridge Condominiums Master Association, Inc. (the By-Laws); the Articles of Incorporation of Heather Ridge Condominiums Master Association, Inc. (the Articles); the provisions of the Mutual Easement Agreement of Heather Ridge Condominiums Master Association, Inc. (the Mutual Easement Agreement), the provisions of the Administration Building's Warranty Deed and subsequent amendments and/or changes to the aforementioned.

Section 2. Composition. The Board shall consist of twenty (20) members who shall hold office for a term of one (1). The President of each member Condominium Association shall represent his association or shall appoint a member from his Condominium Association's Board to serve on the Master Association Board.

- Section 3. Opting Out. Should a Condominium Association's Board of Directors vote and approve not to participate in the day-to-day operations of the Association by opting out and thereby relinquishing its voting rights and position on the Association's Board of Directors, it shall notify the Association accordingly in a written notarized statement signed by the Condominium Association's President and Secretary. The Condominium Association shall continue to be fiscally responsible for its percentage share for all maintenance, repairs, and costs pertinent to the Association and the common areas shared by all twenty Heather Ridge Condominium Associations. The Condominium Association shall be responsible for all costs associated with opting out including all costs as they pertain to amending the Heather Ridge Condominiums Master Association, Inc.'s documents that subsequently may need to be recorded and distributed to all Heather Ridge community unit owners.
- Section 4. Opting In. Should a Condominium Association's Board of Directors vote and approve to participate in the day-to-day operations of the Association after opting out, it shall notify the Association accordingly in a written notarized statement signed by the Condominium Association's President and Secretary (of its decision to participate in the day-to-day operations of the Association) at which time its voting rights and position on the Association's Board of Directors shall be reinstated. The Condominium Association shall be responsible for all costs associated with opting in including all costs as they pertain to amending the Heather Ridge Condominiums Master Association, Inc.'s documents that subsequently may need to be recorded and distributed to all Heather Ridge community unit owners.
- <u>Section 5.</u> Compensation. No compensation shall be paid to members of the Board for their services other than reimbursement for expenses incurred as a Board member and with prior approval of the Board.

# ARTICLE IV – OFFICERS OF THE ASSOCIATION

- <u>Section 1. Officers.</u> The Officers of the Association shall be a President, Vice President, Secretary and Treasurer.
- <u>Section 2.</u> Representation. One officer shall be selected from each of the Phase Developments; that is, one Officer from Heather Ridge Villas I-V, one Officer from Heather Ridge Villas VI-X, one Officer from Heather Ridge North I-V, and one Officer from Heather West I-V.
- <u>Section 3. Officer Succession.</u> In the event the President should resign or be unable to continue to serve, the Vice President shall assume the Presidential responsibilities and a replacement Vice President shall be elected from the Phase Development of the resigning President. Other Officers who resign shall be replaced by someone from the same Phase Development as the resigning Officer.
- <u>Section 4.</u> <u>Duties of the President.</u> The President shall preside at all meetings and shall see that all orders and resolutions of the Board are put into effect.
- Section 5. Duties of the Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence and shall discharge such other duties as may be required of him or her by the Board
- <u>Section 6.</u> <u>Duties of the Secretary.</u> The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board, serve Notice of Meetings of the Board, and such other duties as may be required of him or her by the Board.
- <u>Section 7.</u> Duties of the <u>Treasurer</u>. The Treasurer shall keep receivables and deposits in appropriate bank accounts for all funds of the Association and shall disburse such funds as directed by resolution of the Board,

keep proper books of account, prepare monthly statements of income and expenditures to be distributed to all members of the Board and such other duties as may be required of him or her by the Board.

#### ARTICLE V – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

<u>Section 1. Contracts.</u> The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. All contracts must be reviewed and approved by the majority vote of the Board prior to execution.

<u>Section 2. Checks, Drafts, etc.</u> Upon approval of two (2) Officers, all checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board.

<u>Section 3.</u> Deposits. All funds of the Association shall be deposited or invested from time to time for the credit of the Association in such banks, trust companies or other depositories, or in such other forms of investments as the Board may select.

<u>Section 4.</u> Donations. The Board of Directors may accept on behalf of the Association any contribution, bequest or devise for the general purposes or for any special purpose of the Association.

#### ARTICLE VI – ACCOUNTING PERIOD AND ANNUAL REPORTS

The accounting period and fiscal year of the Association shall commence on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December. Within forty-five (45) days following the end of each fiscal year, a year-end financial statement with an accounting of the financial transactions of the Association during such year shall be presented to the Board and made available to each member of the Heather Ridge Condominiums Masters Association, Inc.

#### ARTICLE VII – BUDGET

The Board shall prepare an annual budget for the Association for adoption by September 15<sup>th</sup> of each calendar year. The annual budget shall be funded according to the percentages of ownership of the parties as stated in the Declaration of Covenants and Restrictions of the Heather Ridge Condominiums Master Association, Inc. (hereinafter referred to as the "Declaration.")

## ARTICLE VIII – ASSESSMENTS AND SPECIAL ASSESSMENTS

Section 1. Assessments. As provided in the Declaration, each member is obligated to pay the Association assessments which are secured by a continuing lien upon the property against which the assessment is made.

<u>Section 2. Special Assessments.</u> Special Assessments may be levied by the Board of Directors from time to time as authorized by Florida Statutes and the Declarations of Condominium. Such Special Assessments shall be levied and collected against the Condominium for which the Special Assessment is levied.

Section 3. Method of Collection of Assessments. When adopted, the budgets shall be reduced to a monthly amount per Condominium, which shall be computed on the basis of the provisions of the respective Declarations of Condominium. Each Condominium Association shall be notified of such amount, and the same shall be due and payable on the first of each month, in advance, to the Condo Master Association or its

management company delegate, without notice. Special assessments made in accordance with the provisions of each Declaration of Condominium and these By-Laws shall be due and payable in the manner provided by the Board of Directors of the Association.

#### ARTICLE IX – LEGAL ACTION

Legal Action. All attorneys and court costs, whether incurred for trial or appellate litigation, or otherwise, which shall be incurred by the Condo Master Association, its officers and its Board of Directors, whether individually or in their representative capacities, shall be assessable against the members of the Associations incurring the expense as an ordinary expense.

#### <u>ARTICLE X - ARBITRATION</u>

Arbitration. If any agency of the State of Florida hereafter exists for the voluntary arbitration of internal disputes amount Unit Owners, the Condo Master Association, or other Associations within the Condominium Community, or their agents and assigns, the parties in dispute may agree to submit their dispute to the arbitration agency for determination. Decisions of the agency shall not preclude the submitting parties from seeking further resolution through civil court proceedings, but any final arbitration decision shall be admissible as evidence in such proceedings.

### ARTICLE XI – AMENDMENT OF BY-LAWS

These By-Laws may be amended at a regular or special member meeting of the Board of Directors, by a vote of majority of the quorum of the members present in person or by proxy unless a greater percentage vote is required pursuant to the Articles of Incorporation or Florida Statutes, and provided that notice of said membership meeting has been given in accordance with these By-Laws, and that the notice as aforesaid shall contain a full statement of the proposed amendment drafted in accordance with the provisions of Chapter 718, Florida Statutes. Amendments to the By-Laws shall be valid upon enactment and recordation of the same in accordance with Florida law.

These By-Laws shall be effective as of the date and time on which the corporation commenced its legal existence.

THE RIDGE COM

STATE OF FLORIDA COUNTY OF PINELLAS

(20381, 53)

HEATHER RIDGE CONDOMINIUMS MASTER ASSOCIATION, INC.

TERESA K. BOHANNON, Its President

JOHN C. BRYANT, Its Secretary

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by TERESA K. BOHANNON and JOHN C. BRYANT, President and Secretary, respectively of HEATHER RIDGE CONDOMINIUMS MASTER ASSOCIATION, INC., on this 30th day of TUNE 2016, who are as identification.

personally known to me or who have produced

NOTARY PUBLIC

My Commission Expires:

MARIES WIBERG MY COMMISSION # FF990842 EXPIRES June 19, 2020 FloridaNotaryService.com

# DECLARATION OF COVENANTS AND RESTRICTIONS FOR HEATHER RIDGE CONDOMINIUMS MASTER ASSOCIATION, INC.

THIS AGREEMENT was entered into this day of June 30, 20 by the following Condominium Associations:

Heather Ridge Villas I, Heather Ridge Villas II, Heather Ridge Villas III, Heather Ridge Villas IV, Heather Ridge Villas V, Heather Ridge Villas VI, Heather Ridge Villas VII, Heather Ridge Villas VIII, Heather Ridge Villas IX, Heather Ridge West I, Heather Ridge West II, Heather Ridge West III, Heather Ridge West IV, Heather Ridge West IV, Heather Ridge North II, Heather Ridge North III, Heather Ridge North IV and Heather Ridge North V.

WHEREAS, the above referenced Condominium Associations are subject to a Mutual Easement Agreement for Heather Ridge Condominiums, recorded in Official Records Book 5318, Pages 1395-1400, in the Public Records of Pinellas County, Florida, a copy being attached as Exhibit A; and

WHEREAS, pursuant to the terms of the Mutual Easement Agreement, the Heather Ridge Community has the responsibility to perform maintenance, repair or replacement of any of the areas or facilities subject to the Agreement, and

Whereas, the Heather Ridge Community desires to establish a Master Association to implement and carry out the provisions of the Mutual Easement Agreement.

NOW, THEREFORE, pursuant to these premises and in consideration of mutual promises, covenants, terms and conditions on the part of each party of the other, the parties to this Declaration do hereby covenant and agree as follows:

#### **ARTICLE I – DEFINITIONS**

<u>Section 1.</u> "Association" shall mean and refer to Heather Ridge Condominiums Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

<u>Section 2.</u> "Condominium Association" shall mean and refer to one of each of the twenty (20) Condominium Associations listed above.

Section 3. "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit within the Condominium Association.

<u>Section 4.</u> "Phase Development" shall mean and refer to the group of Condominium Association developed at approximately the same time

- "Phase One" shall mean and refer to Heather Ridge Villas I-V
- "Phase Two" shall mean and refer to Heather Ridge Villas VI-X
- "Phase Three" shall mean and refer to Heather Ridge West I-V
- "Phase Four" shall mean and refer to Heather Ridge North I-V

<u>Section 5.</u> "Community Facilities" shall mean and refer to those areas and facilities governed by the Mutual Easement Agreement (Exhibit "A") for the Heather Ridge Condominiums, including certain streets (Exhibit "E") designated herein, the retention pond (Exhibit "F") and two signage locations (Exhibit "G"), as well as the Administration Building located at 2120 Evans Road, Dunedin, Florida as governed by a Warranty Deed

recorded in Official Records Book 7166, Page 1372-1374, in the Public Records of Pinellas County, Florida, a copy being attached as Exhibit B.

#### ARTICLE II – PURPOSE, RIGHTS AND OBLIGATIONS

- Section 1. The Association shall be responsible for the maintenance, management and control of all areas and facilities governed by the Mutual Easement Agreement.
- Section 2. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation or enforcement of this Declaration.
- <u>Section 3.</u> The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Community Facilities, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Mutual Easement Agreement.
- <u>Section 4.</u> The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.
- Section 5. The Association is not a condominium association subject to Florida's Condominium Act.

#### ARTICLE III – MEMBERSHIP

- <u>Section 1.</u> Each Unit owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to this Declaration.
- Section 2. Each of the twenty (20) Condominium Associations is a member of the Association.

#### ARTICLE IV - MUTUAL EASEMENT AGREEMENT

Notwithstanding the provisions of Paragraph 3 of the Mutual Easement Agreement, the maintenance, repair or replacement of the areas of facilities governed by the easement agreement shall be managed as follows:

- <u>Section 1.</u> Each Condominium Association shall continue to be responsible for the common area surrounding its building:
- Section 2. Heather Ridge Villas I through X shall continue to be responsible for their surrounding common area including swimming pool, and appurtenances (ancillary buildings, equipment, deck and fencing) at the northeast corner of Heather Ridge Boulevard and Evans Road, all amenities, street lighting, paving of driveways and guest parking spaces that historically have been and shall continue to be individually maintained and paid for by Heather Ridge Villas I through X, as outlined in the attached Exhibit C, Section A of the Plat Plan.

- Section 3. Heather Ridge West I through V shall continue to be responsible for their surrounding common area including swimming pool, and appurtenances (ancillary buildings, equipment, deck and fencing), all amenities, street lighting, paving of driveways and guest parking spaces that historically have been and shall continue to be individually maintained and paid for by Heather Ridge West I through V as outlined in the attached Exhibit C, Section B of the Plat Plan.
- Section 4. Heather Ridge North I through V shall continue to be responsible for their surrounding common area including swimming pool, and appurtenances (ancillary buildings, equipment, deck and fencing), all amenities, street lighting, paving of driveways and guest parking spaces that historically have been and shall continue to be individually maintained and paid for by Heather Ridge North I through V, as outlined in the attached Exhibit C, Section C of the Plat Plan.
- Section 5. The Association shall maintain the following ingress and egress roads including paving: Bradley, Eisenhower, Halsey, King, Marshall, Nimitz, and Patton Drives, Heather Ridge Boulevard from Evans Road to Marshall Drive and Doolittle Drive from Heather Ridge Boulevard to King Drive, as outlined in Exhibit C of the Plat Plan.
- <u>Section 6.</u> The Association shall maintain all of the remaining common areas and facilities governed by the Mutual Easement Agreement including the retention pond and signage located at Heather Ridge Boulevard and S.R. 580 and at Evans and Belcher Roads as further described in Article I, Section 5, as well as the Administration Building located at 2120 Evans Road, Dunedin, Florida.
- <u>Section 7.</u> Each Condominium Association shall continue to be responsible for the maintenance and repair of all drainage issues relating to storm water runoff and/or insufficient drainage within their respective Condominium Association boundary. All costs and expenses for such maintenance, repairs and/or replacement shall be an expense within the affected Condominium Association and its unit owners.
- Section 8. The Association shall be responsible for the maintenance and repair of drainage issues relating to storm water runoff and/or insufficient drainage located in the remaining common areas shared by the Heather Ridge community. These common shared areas include streets, storm drains, storm sewers, catch basins, retention pond, storm grates and other drainage facilities.

#### <u>ARTICLE V – COVENANT FROM MAINTENANCE ASSESSMENTS</u>

<u>Section 1.</u> Assessments by the Association shall be based on the following percentages of ownership of the parties to this Agreement as specified in the Warranty Deed, recorded in Official Records Book 6762, Pages 2075-2079, in the Public Records of Pinellas County, Florida, a copy being attached as Exhibit D:

Heather Ridge Villas I Association, Inc.	6.56%
Heather Ridge Villas II Association, Inc.	5.90%
Heather Ridge Villas III Association, Inc.	5.57%
Heather Ridge Villas IV Association, Inc.	4.59%
Heather Ridge Villas V Association, Inc.	3.28%
Heather Ridge Villas VI Association, Inc.	3.28%
Heather Ridge Villas VII Association, Inc.	2.95%
Heather Ridge Villas VIII Association, Inc.	1.30%
Heather Ridge Villas IX Association, Inc.	3.28%
Heather Ridge Villas X Association, Inc.	3.93%
Heather Ridge West I Association, Inc.	6.89%

Heather Ridge West II Association, Inc.	6.89%
Heather Ridge West III Association, Inc.	7.87%
Heather Ridge West IV Association, Inc.	9.84%
Heather Ridge West V Association, Inc.	2.30%
Heather Ridge North I Association, Inc.	8.85%
Heather Ridge North II Association, Inc.	7.87%
Heather Ridge North III Association, Inc.	2.95%
Heather Ridge North IV Association, Inc.	3.28%
Heather Ridge North V Association, Inc.	2.62%

Section 2. Each Condominium Association that is a party to this Declaration hereby covenants, and each Unit Owner in a Condominium Association that is a party to this Declaration, whether or not it shall be expressed in such deed is deemed to covenant and agree to pay to the Association assessments to maintain, repair, or replace the Community Facilities, such assessments to be established and collected as hereinafter provided. The assessments, together with interests, costs, and reasonable attorney fees shall be a charge and continuing lien upon the Unit against which each such assessment is made and shall also be the personal obligation of the Unit Owner at the time the assessment becomes due.

Section 3. Each Condominium Association shall be responsible for assessing its membership on behalf of the Association. Each Condominium Association's Board of Director shall have a vote of its membership to amend its Declaration of Condominium documents allowing the Association to assess each unit owner through his/her Condominium Association. Upon approval of the amendment, the Condominium Association's Board of Directors shall approve and adopt the amendment by a Resolution to be recorded in the Public Records of Pinellas County and subsequently mailed to the Condominium Association's membership for inclusion in their Declaration of Condominium documents. The Condominium Association shall be responsible for all costs as they pertain to amending the Heather Ridge Condominium Master Association Inc.'s documents that may need to be recorded and subsequently mailed to all Heather Ridge community unit owners.

<u>Section 4.</u> Each Condominium Association shall be responsible to collect and remit to the Association all assessments made against the individual units in their respective Condominium Association on behalf of the Association

<u>Section 5.</u> The Association shall not enter into any capital expenditure contract or agreement to maintain properties under its authority until such funds for such project(s) have been collected and are available for payment to their parties providing services, materials, and/or labor.

<u>Section 6.</u> All sums assessed against any unit pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a lien on such unit in favor of the Association.

Section 7. Any assessment not paid within ninety (90) days after the due date shall bear interest from the due date forward at the rate of eighteen percent (18%) per annum. The respective Condominium Association, or the Association individually, may bring an action against the unit owner or person obligated to pay the sum by placing a lien against the property and/or foreclosing on the property.

#### ARTICLE VI – BOARD OF DIRECTORS

The Association shall be managed by a Board of Directors (hereinafter referred to as the "Board"), and shall be composed of the Presidents or their designated representatives of each of the Condominium

Associations that are parties of this Declaration. The Board shall have the authority to manage the affairs of the Association in such a manner as in the judgment of the Board will best promote its purposes.

#### **ARTICLE VII - OFFICERS**

The Officers of the Association shall be selected from the Board of Directors and shall be a President, Vice President, Secretary and Treasurer. The Officers shall be elected at the annual meeting of the Board and shall hold office for a term of one (1) year. At least one Officer shall be selected from each of the Phases of Development of the Condominium Associations. In the event the President should resign or become unable to continue to serve as President, the Vice President shall assume the office of President and the Vice President's replacement shall be elected from the same Phase Development as the departing President so that at all times each Phase Development shall have at least one Officer serving on the Board of Directors.

#### <u>ARTICLE VIII – INDEMNIFICATION</u>

Each director and officer of the Association and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorney fees reasonably incurred by or imposed upon one in connection with any proceeding to which he may be a party by reason of having served the Association at its request, provided there were no acts of gross negligence or willful misconduct.

#### ARTICLE IX - TERMS AND BINDING EFFECT

This Agreement shall continue in full force and effect between and among the parties until altered, modified, or rescinded by all of the Condominium Associations hereto, by Agreement in writing and recorded among the Public Records of Pinellas County, Florida. This Agreement shall be binding upon the respective successors and assigns of each party and the covenants herein contained shall run with the parcels of land herein incorporated by reference.

#### <u>ARTICLE X – SERVERABILITY</u>

The invalidation of any provision or provisions of this Declaration by judgment or Court Order shall not affect or modify any of its other provisions, which shall remain in full force and effect.

#### ARTICLE XI – AMENDMENTS

This Declaration may be amended from time to time upon a vote of a majority of the quorum present and voted at a regular meeting or a special meeting called for that purpose, provided that written notice of at least fifteen (15) days was given prior to such meeting.

#### <u>ARTICLE XII – DISSOLUTION</u>

Upon the liquidation or dissolution of the Association, whether voluntary or involuntary, all assets remaining after payment of all costs and expenses of dissolution or liquidation shall be distributed and paid by percentage of ownership to the parties to this Agreement.

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

March & Willel Are J. Busse.
SANDRA BURKE, President
STATE OF Florida
COUNTY OF PINEUAS
SWORN TO AND SUBSCRIBED before me, the undersigned authority, by SANDRA BURKE, President of
HEATHER RIDGE VILLAS I ASSOCIATION, INC., on this
30 day of June, 20 16, who is personally known to me or who
has produced as identification.
Mar 20 A Till houl
MARIE S WIBERG NOTARY PUBLIC
My COMMISSION # FF990842 My Commission Expires:  EXPIRES June 19, 2020
(407) 398-0153 FloridaNotaryService.com
Witnesses as to All Parties: HEATHER RIDGE VILLAS I
Terus hludel ASSOCIATION, INC.
March Sitte
RUSSELL DE WALL, Secretary
ΛΛ' , λε
COUNTY OF St. Louis
COUNTY OF 51. Louis
SWORN TO AND SUBSCRIBED before me, the undersigned authority, by RUSSELL DE WALL, Secretary
of HEATHER RIDGE VILLAS I ASSOCIATION, INC., on this
day of, 20, who is personally known to me or who has
produced MN DL as identification.
$M_{\alpha}$
NOTARY PUBLIC
My Commission Expires 1.31. 2021

**HEATHER RIDGE VILLAS I** 

ASSOCIATION, INC.

Witnesses as to All Parties:	HEATHER RIDGE VILLAS II ASSOCIATION, INC.
State of Clorida  COUNTY OF Pinellas	Mary Beth Diamond, President
President of HEATHER RIDGE VILLAS II ASSOC	he undersigned authority by, MARY BETH DIAMOND, IATION, INC., on this who is personally known to me or who has
	identification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153 FioridaNotaryService.com	MOLARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE VILLAS II ASSOCIATION, INC.
State of Florida  COUNTY OF Pinellas	JEANINE KNIGHT, Secretary
SWORN TO AND SUBSCRIBED before me, the HEATHER RIDGE VILLAS II ASSOCIATION, IN	he undersigned authority, by <b>JEANINE KNIGHT</b> , <b>Secretary of C.</b> , on this
30-day of JUNE, 2016,	who is personally known to me o <del>r who ha</del> s
producedas ident	ification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 388-0153 FloridaNotaryService.com	MOULD MUDDLIC  NOTARY PUBLIC  My Commission Expires:

Witnesses as to All Parties:	HEATHER RIDGE VILLAS III ASSOCIATION, INC.
Traci Morale	**************************************
Mare Dalbert	M. DIANE KATZ, President
STATE OF Florida	
COUNTY OF Pinellas	
SWORN TO AND SUBSCRIBED before me	e, the undersigned authority, by M. DIANE KATZ, President of
HEATHER RIDGE VILLAS III ASSOCIATION,	
30 day of JUNE, 20 16	, who is personally known to me o <del>r who has</del>
producedas	identification 1 1
MARIE S WIBERG  MY COMMISSION # FF990842	Marie D'allibert
EXPIRES June 19, 2020 (407) 393-0153 FloridaNotaryService.com	NOTARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE VILLAS III ASSOCIATION, INC.
Witnesses as to All Parties:	
Witnesses as to All Parties:  Shaci Magad  Maul Muldoul	
Gracinggate. Marce Salebor	ASSOCIATION, INC.
Witnesses as to All Parties:  State of Florida  COUNTY OF PINELLAS	ASSOCIATION, INC.
State of Florida	ASSOCIATION, INC.  ROBERT FACHTMANN, Secretary
STATE OF PIOULAS  SWORN TO AND SUBSCRIBED before me  FACHTMANN, Secretary of HEATHER RIDGE Y	ROBERT FACHTMANN, Secretary  to, the undersigned authority, by ROBERT  VILLAS III ASSOCIATION, INC., on
STATE OF PIOULAS  SWORN TO AND SUBSCRIBED before me  FACHTMANN, Secretary of HEATHER RIDGE Y	ROBERT FACHTMANN, Secretary  e, the undersigned authority, by ROBERT
STATE OF Florida  COUNTY OF PURLUS  SWORN TO AND SUBSCRIBED before me  FACHTMANN, Secretary of HEATHER RIDGE To this 30 Hay of June, 20 /6	ROBERT FACHTMANN, Secretary  to, the undersigned authority, by ROBERT  VILLAS III ASSOCIATION, INC., on
STATE OF Florida  COUNTY OF PURLLAS  SWORN TO AND SUBSCRIBED before me  FACHTMANN, Secretary of HEATHER RIDGE To this 30 Hay of June, 20 /6	ROBERT FACHTMANN, Secretary  e, the undersigned authority, by ROBERT  VILLAS III ASSOCIATION, INC., on  , who is personally known to me or who

FloridaNoteryService.com

Witnesses as to All Parties:	HEATHER RIDGE VILLAS IV	
Traci Migrati	ASSOCIATION, INC.	``
Mare X Miller STATE OF Florida	JOHN C. BRYANT, President	
county of Pinellas		
SWORN TO AND SUBSCRIBED b  President of HEATHER RIDGE VILLAS	efore me, the undersigned authority, by JOHN C. BRYANT,  IV ASSOCIATION, INC., on this 30 day of	•
	personally known to me <del>or who has produced</del>	
as i	dentification.	
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  FloridsNotaryService.com	MOTARY PUBLIC My Commission Expires:	
Witnesses as to All Parties:	HEATHER RIDGE VILLAS IV ASSOCIATION, INC.	
Traci Moj salo	Sylvia HARRIS, Secretary	
STATE OF Florida	SIL/MA HARRIS, Secretary	
COUNTY OF Pinellas		
HEATHER RIDGE VILLAS IV ASSOCIA		iry of
this 30 th day of TUNE	_, 20 16_, who is personally known to me of who has	
produced	_as identification.	
MADIE CUI	Marie & allbert	
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020	NOTARY PUBLIC My Commission Expires:	

FloridaNotaryService.com

Witnesses as to All Parties:	HEATHER RIDGE VILLAS V ASSOCIATION, INC.
Traci mossor.	To ank Balan
Marie Stillbert	TERESA K. BOHANNON, President
STATE OF Florida	
COUNTY OF Pinellas	
SWORN TO AND SUBSCRIBED before me,	the undersigned authority, by TERESA K.
BOHANNON, President of HEATHER RIDGE VII	LLAS V ASSOCIATION, INC., on this
30 day of JUNE, 20 16,	who is personally known to me <del>or who has</del>
-producedas i	dentification.
MARIE S WIBERG  MY COMMISSION # FF990842	NOTARY PUBLIC My Commission Expires:
EXPIRES June 19, 2020 (407) 388-0153 FloridaNotaryService.com	
Witnesses as to All Parties:	HEATHER RIDGE VILLAS V ASSOCIATION, INC.
Traci Moffatto	Jacqueline Straub
Mare Stuller	JACQUELINE STRAUB, Secretary
STATE OF Plorida	
COUNTY OF Pinellas	
SWORN TO AND SUBSCRIBED before me, Secretary of HEATHER RIDGE VILLAS V ASSOC	the undersigned authority, by JACQUELINE STRAUB, CIATION, INC., on this
1/	who is personally known to me o <del>r who</del> has
producedas iden	tification.
MARIE S WIBERG MY COMMISSION # FF990842	Mare Hulber   NOTARY PUBLIC My Commission Funites:
EXPIRES June 19, 2020 (407) 398-0153 FloridaNotaryService.com	My Commission Expires:

withesses as to An I ai ties.	ASSOCIATION, INC.
Mari Mortano	ASSOCIATION, INC.
Marie & Whileil	WILLIAM PORTER, President
STATE OF Florida	
COUNTY OF PINELLAS	,
SWORN TO AND SUBSCRIBED before me,	the undersigned authority, by <b>WILLIAM</b>
PORTER, President of HEATHER RIDGE VILLA	S VI ASSOCIATION, INC., on this 30
day of <u>June</u> , 20 16, who is per	rsonally known to me o <del>r who has produce</del> d
as identificat	i <del>on.</del>
MARIE 3 WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153 FloridaNotaryService.com	MALL MULLION NOTARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE VILLAS VI ASSOCIATION, INC
Tracimoffatt	PATRICIA NIELSEN, Secretary
STATE OF <u>Florida</u> COUNTY OF <u>Pinillas</u>	
SWORN TO AND SUBSCRIBED before me,	the undersigned authority, by PATRICIA
NIELSEN, Secretary of HEATHER RIDGE VILLA  30 44 day of June, 20 16,	AS VI ASSOCIATION, INC., on this
producedas iden	ntification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153 FloridaNotaryService.com	MOTARY PUBLIC My Commission Expires

Witnesses as to All Parties:	HEATHER RIDGE VILLAS VII ASSOCIATION, INC
Marie & Willel	SAMUEL PORTER, President
STATE OF PINULAS	
HEATHER RIDGE VILLAS VII ASSOCIATION, I	the undersigned authority, by <b>SAMUEL PORTER</b> , <b>President of INC.</b> , on this who is personally known to me or who has
	who is personally known to me or who has dentification.
(407) 388-0153 Fiorida Notary Service.com  Witnesses as to All Parties:	NOTARY PUBLIC My Commission Expires:  HEATHER RIDGE VILLAS VII
Tracimogram Marie & Wilbert	ASSOCIATION, INC.  LINDA BURKE, Secretary
STATE OF Plorida  COUNTY OF Pinellas	
SWORN TO AND SUBSCRIBED before me, HEATHER RIDGE VILLAS VII ASSOCIATION, I day of TUNE, 20 16, v	
·	Marie Salla
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153 FloridaNotaryService.com	NOTARY PUBLIC My Commission Expires:

	ASSOCIATION, INC
Traci Morrair	David a Marten of
Marce Stiller	DAVID MARTINOV, President
STATE OF Florida	J
COUNTY OF PINELLAS	
SWORN TO AND SUBSCRIB HEATHER RIDGE VILLAS VIII AS	ED before me, the undersigned authority, by <b>DAVID MARTINOV</b> , <b>President of SOCIATION</b> , <b>INC.</b> , on this
30-day of June	, 20 <u></u> , who is personally known to me- <del>or who has</del>
produced	as identification.
MARIE S WIE  MY COMMISSION #  EXPIRES June 19  (407) 398-0153 FloridaNotaryService	FF990842 ///(CUL) // // // // // // // // // // // // //
Witnesses as to All Parties:	HEATHER RIDGE VILLAS VIII ASSOCIATION, INC.
Trace Moffato	Canalec Mauto
Marie Mulh	CARALEE MARTIN, Secretary
STATE OF PINELLIS	
SWORN TO AND SUBSCRIB	ED before me, the undersigned authority, by CARALEE
(/ /	ADGE VILLAS VIII ASSOCIATION, INC., on this, 20 /, who is personally known to me or who has
produced	as identification.  Mayee "Hulley"
MARIE S WIBERG MY COMMISSION # FF990842 EXPIRES June 19, 2020 (407) 398-0153 FloridaNotaryService.com	NOTARY PUBLIC My Commission Expires:

HEATHER RIDGE VILLAS VIII

Witnesses as to All Parties:	HEATHER RIDGE VILLAS IX ASSOCIATION, INC.
Trace Moffact	Angthe Cheson
Marie Stulled	ANGELO CHAKERES, President
STATE OF Plorida	
COUNTY OF Pinellas	
SWORN TO AND SUBSCRIBED before me, t	the undersigned authority, by ANGELO
CHAKERES, President of HEATHER RIDGE VILI	LAS IX ASSOCIATION, INC., on this
30th day of June, 20 16,	who is personally known to me or who has
producedas ic	lentification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153 FloridaNotaryService.com	MOTARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE VILLAS IX ASSOCIATION, INC.
Trace Morrace	Linda Walburn
Marie Stuber	LINDA WALBURN, Secretary
STATE OF Plorida COUNTY OF Pinellas	
HEATHER RIDGE VILLAS IX ASSOCIATION, II	
30 day of June, 20 /6,	who is personally known to me o <del>r who has</del> -
produced as ident	ification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020	Mary Public Sulling
(407) 398-0153 FloridaNotaryService.com	My Commission Expires:

Witnesses as to All Parties:	HEATHER RIDGE VILLAS X ASSOCIATION, INC.
Marie Dulley	ARNOLD STOWELL, President
STATE OF Florida  COUNTY OF Pinillas	
SWORN TO AND SUBSCRIBED before of HEATHER RIDGE VILLAS X ASSOCIATION	me, the undersigned authority, by ARNOLD STOWELL., President ON, INC., on this, who is personally known to me or who has
produced	as identification.  Malle I William
MY COMMISSION # FF990842 EXPIRES June 19, 2020 (407) 398-0153 FloridaNotaryService.com	NOTARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE VILLAS X ASSOCIATION, INC.
Trace My fait	MINKO PERKOVIC, Secretary
STATE OF MICHIGAN	
SWORN TO AND SUBSCRIBED before I	me, the undersigned authority, by <b>DINKO PERKOVIC</b> , Secretary of <b>J. INC.</b> , on this
<b>→</b>	personally known to me or who has produced
as identificati	Motary Public, State of Michigan County of Macomb My Commission Expires 10-13-2017 Acting In the County of
	NOTAR X PUBLIC My Commission Expires:

	Witnesses as to All Parties:	HEATHER RIDGE WEST I ASSOCIATION, INC.
¢.	Macimorran	JOANNE WILSON, President
	STATE OF Florida	JOANNE WILSON, Tresident
	county of Pinellas	
	SWORN TO AND SUBSCRIBED HEATHER RIDGE WEST I ASSOCIATE	before me, the undersigned authority, by JOANNE WILSON, President of FION, INC., on this
	30 day of JUNE	, 20 6, who is personally known to me o <del>r who has</del>
	produced	as identification.
	MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 388-0153 FioridaNotaryServics.com	NOTARY PUBLIC My Commission Expires:
	Witnesses as to All Parties:	HEATHER RIDGE WEST I
	Witnesses as to All Parties:	ASSOCIATION, INC.
	Tracimogramo Marie & Talley	
	Witnesses as to All Parties:  Lacimon Factorial  STATE OF Florida  COUNTY OF PINELIAS	ASSOCIATION, INC.
	Tracimonal  Marie J. Zully  STATE OF Florida  COUNTY OF Pinellas	ASSOCIATION, INC.  DEBRA BORGHETTI, Secretary
	Tracimonal  Marie J. Zully  STATE OF Florida  COUNTY OF Pinellas	ASSOCIATION, INC.  DEBRA BORGHETTI, Secretary  before me, the undersigned authority, by DEBRA BORGHETTI, Secretary
•	March Monday  March Monday  STATE OF Florida  COUNTY OF PINELIAS  SWORN TO AND SUBSCRIBED  of HEATHER RIDGE WEST I ASSOCI	ASSOCIATION, INC.  DEBRA BORGHETTI, Secretary  before me, the undersigned authority, by DEBRA BORGHETTI, Secretary
	March Monday  March Monday  STATE OF Florida  COUNTY OF PINELIAS  SWORN TO AND SUBSCRIBED  of HEATHER RIDGE WEST I ASSOCI	DEBRA BORGHETTI, Secretary  before me, the undersigned authority, by DEBRA BORGHETTI, Secretary  (ATION, INC., on this
	March Monday  March Monday  STATE OF Florida  COUNTY OF PINELIAS  SWORN TO AND SUBSCRIBED  of HEATHER RIDGE WEST I ASSOCI	before me, the undersigned authority, by DEBRA BORGHETTI, Secretary IATION, INC., on this

	ASSOCIATION, INC.
Shari Morratt	Beyerles Mason
Marchallay	BEVERLY MASON, President
STATE OF Florida	
COUNTY OF PINELLAS  SWORN TO AND SUBSCRIBED 6	efore me, the undersigned authority, by BEVERLY
MASON, President of HEATHER RIDGE	WEST II ASSOCIATION, INC., on this
_ 4 —	20 16, who is personally known to me or who has
produced	as identification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  [407] 398-0153 FioridaNotaryService.com	MALLY SULLION NOTARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE WEST II
	ASSOCIATION, INC.
1 July Delie	Carl W. Slates
MY	CARL SLATER, Secretary
STATE OF Florida	
county of Pasco	
SWORN TO AND SUBSCRIBED b	efore me, the undersigned authority, by CARL
SLATER, Secretary of HEATHER RIDGI	E WEST II ASSOCIATION, INC., on this  0 who is personally known to me or who has
produced Drivers George S436-139-4	as identification. 7-374-0 \$5.(0-05-2009)
CHRISTINA L. VOLKLE Notary Public - State of Florida My Comm. Expires Dec 20, 2017 Commission # FF 050260	NOTARY PUBLIC NOTARY PUBLIC My Commission Expires:

HEATHER RIDGE WEST II

	Monday () reserve
Maux Muller	GORDON DRISCOLL, President
STATE OF FORCE	
COUNTY OF PINELLAS	,
SWORN TO AND SUBSCRIBED before r	ne, the undersigned authority, by GORDON
DRISÇOLL, President of HEATHER RIDGE W	VEST IV ASSOCIATION INC. on this
th A i	
day of <i>Hugust</i> , 20/1	, who is personally known to me or who has
produced D624-2843-2149(IL. LICENS	dentification
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153  FlorideNotaryService.com	NO PARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE WEST IV
	ASSOCIATION, INC.
Sraci Mograth Marino (1/1/1/100)	BLYTHIN LEGGETT, Secretary
STATE OF Pinellas	
COUNT OF THE STATE	
SWORN TO AND SUBSCRIBED before a	me, the undersigned authority, by BLYTHIN
LEGGETT, Secretary of HEATHER RIDGE W	EST IV ASSOCIATION, INC., on this
day of Hygust, 20 16	, who is personally known to me o <del>r who has-</del>
producedas i	dentification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  (407) 398-0153 FlorideNotaryService.com	MALLE SULLAND NOTARY PUBLIC My Commission Expires:
	1.0

HEATHER RIDGE WEST IV

ASSOCIATION, INC.

Witnesses as to All Parties:	HEATHER RIDGE WEST V ASSOCIATION, INC.
Tracimo Jaco Marie & Marie & Millell	ANTHONY J. ABENE, President
STATE OF Pinellas	
SWORN TO AND SUBSCRIBED before	e me, the undersigned authority, by ANTHONY J.
ABENE, President of HEATHER RIDGE WES	onally known to me or who has produced
	ification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020  FloridaNotaryService.com	MOTARY PUBLIC My Commission Expires:
Witnesses as to All Parties:	HEATHER RIDGE WEST V
Tracimo Marie Sullar	SILVIA BARCENAS, Secretary
STATE OF Florida COUNTY OF PINEILAS	
SWORN TO AND SUBSCRIBED before HEATHER RIDGE WEST V ASSOCIATION	e me, the undersigned authority, by SILVIA BARCENAS, Secretary of , INC., on this  SILVIA BARCENAS, who is personally known to me or who has
	s identification.
MARIE S WIBERG  MY COMMISSION # FF990842  EXPIRES June 19, 2020	MALLY MUDDLY NOTARY PUBLIC My Commission Expires:

FloridaNotaryService.com

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Exhibit "A"

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G. Perdesti de mala a
brost e ressamming de Radicia.
P. Seconda et al.

0.R. 5.2.7.9-PAGE 2083.

MUTUAL EASEMENT AGREEMENT FOR

1 CBSh IV Chg HEATHER RIDGE CONDOMINIUMS

O.R. 5318 PAGE 1395

This Agreement is made and entered into this to day of the light of th

#### WITNESSETH

WHEREAS, a multi-phase condominium community known as HEATHER RIDGE CONDOMINIUMS has been constructed on certain portions of: Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; and

WHEREAS, the above named Associations constitute all of the Condominium Associations of the Condominiums within the HEATHER RIDGE Community which have been constructed to date; and

WHEREAS, each of the respective Condominium Associations are desirous of granting and securing Easements for the mutual use and enjoyment of their unit owners and the owners of all future condominiums within the HEATHER RIDGE Community, on, over, under, above and across the properties within each—Condominium; and

WHEREAS, RIDGE MANAGEMENT INC. is the management company responsible for the management and maintenance of the condominium parcels within said Community, and for the performance of many of said Associations' duties with respect thereto;

NOW THEREFORE, Pursuant to these premises and in consideration of the mutual promises, covenants, terms and conditions herein on the part of each party to the other, the parties to this Agreement do hereby covenant and agree as follows:

- 1. Access Easements. Each of the Associations named in this-Agreement do hereby give, grant and convey to the other mutual easements for the joint use and benefit of each, and of all of the respective Condominium Unit Owners or tenants of each Association, and their respective grantees, heirs, personal representatives, successors, assigns, licensees, invitees and guests, for ingress, egress, regress and right-of-way, together with all rights and privileges incident thereto, on over, under and across all streets, sidewalks, driveways, parking areas, alleys, paths, and other avenues which may now or hereafter exist on the Condominium Property of each Condominium.
- 2. Utility Easements. Each of the Associations give, grant and convey to the other mutual easments for the joint use and benefit of each, and of all of the respective Condominium Unit Owners or tenants of each Association, and their respective grantees, heirs, personal representatives, successors, assigns, licensees, invitees, and guests, in and to all utility and service facilities which may now or hereafter exist on, over under or across the Condominium Property of each Condominium, including, without limitation, sewer lines, water lines lift stations, wells, pipelines, mains, storm sewers, catch basins and other drainage facilities, communication and electrical installations and service lines, excluding those which are contained within and exclusive to any Condominium Phase.
  - 3. Maintenance and Repair. Each Association shall be responsible to perform the maintenance, repair or replacement of any of the areas or facilities with

\*\*\*\*THIS INSTRUMENT IS RE RECORDED TO PLACE OF RECORD PAGE TWO THEREOF.

FREEBORN, JENNINGS & RUCCLES

respect to which easements have been granted herein, within its respective condominium boundary. However, the cost and expense of such maintenance, repair-orreplacement shall be an expense common to all Associations, and the responsibility of each Association shall be that sum which is the quotient of such costs and expenses, divided by the total number of Condominium Units contained within all Associations of the HEATHER RIDGE CONDOMINIUM COMMUNITY, multiplied by the number of Condominium Units within the respective Association. Each Association shall be responsible to collect its share of such costs and expenses from its Unit Owners through its assessment authorities, lien filing and all other remedies available to it. Upon the failure of any Unit Owner to pay his pro-rata share of his portion of such costs and expenses attributable to his Association, the Association of-which-such-Owner shall be a member shall, upon demand and at the option of the Association incurring said costs and expenses, assign all of its rights, title and interests in and to any chose in action or lien which it may have against such defaulting Owner. Upon such assignment, the assignee Association may proceed in its own name to enforce the lien or chose in action to collect said assessment.

4. Procedure Concerning Notification. The Association responsible to make a maintenance, repair or replacement expense shall be considered the "Responsible Association". Before proceeding, the Responsible Association shall notify each other Association, in writing, of the maintenance, repair or replacement sought to be performed; the proposed cost thereof, and any additional information or facts necessary to properly apprise of the matter. Exhibits and supporting documentation—may be attached but shall not be necessary except when reasonably requested by an Association. Each Association so notified shall have a ten (10) day period within which to make additional inquiry or objection to the Responsible Association. If no actual objection is raised within such period, the Responsible Association may proceed as stated. Each Association shall thereupon immediately levy an assessment upon its Unit Owners for for their portions of the costs and expenses, allocated in the manner set forth herein, and the full sums due from each Association shall become due and payable to the Responsible Association within thirty (30) days of notification of the amount due.

Objections to a proposed maintenance, repair or replacement expense shall be made by the Board of Directors of an Association, in writing signed by the President and the Secretary of the Association. The objection shall state with particularity the nature and reason therefor; and an objection without reason shall not be treated as a valid objection. Copies of the objection shall be furnished to each other Association.

- 5. Emergency Matters. The parties agree that in the event an emergency involving manifest danger to life or property or runaway expense shall cause an immediate need for a maintenance, repair or replacement expense, no notice as herein provided shall be required in advance of proceeding. However, as soon as it is reasonably practical to do so under the circumstances, notice shall be given for information and assessment purposes, and the notice shall contain a statement of facts or reasons constituting the emergency, in addition to the required items.
- 6. Service of Notice. Service of notice to the Associations as-required herein may be made either by personal, hand delivery or by regular mail to any registered member of the Board of Directors of an Association, at his address on file with the Management Company or with the Association.
- 7. Mutuality of Easements. Each of the Associations hereto neknowledges that the easements and rights granted hereunder are not exclusive, but are subject to equal rights on the part of all of the various Unit Owners to use and enjoy the same. The purpose of this Agreement is to establish a means by which the Unit Owners of each Association can enjoy the use and benefit of the structures and appurtenances within each Condominium which have been intended by the development plan for the HEATHER RIDGE CONDOMINIUM COMMINITY to be available for all Unit Owners. The rights herein granted are pursuant to and consistent with-the zoning and planned development concept for the lands on file in the Public Records of the City of Dunedin, Florida.
- 8. Responsibility of Management Company. The Management Company has, by Agreements recorded among the Public Records of Pinellas County, Florida,

O.R. 5318 PAGE 1397 -- O.R. 5-2-79 PAGE 20-8-4

been empowered with all of the rights, duties and obligations of each Association, and the Company hereby agrees that it will use its best efforts to undertake and perform those obligations of each Association as are set forth herein for and during the remaining terms of its said Managemant Agreements.

9. Location of Description of Subject Lands. The real property which is subject to and is the subject matter of the easments herein granted are found in the following Pulble Records of Pinellas County Florida, which said records are incorporated herein by specific referencs:

		PLAT BOOK	PAGE
۸.	HEATHER RIDGE VILLAS I	31	26
В.	HEATHER RIDGE VILLAS II	32	55
c.	HEATHER RIDGE VILLAS III	37	58
D.	HEATHER RIDGE VILLAS IV	40	9
E.	HEATHER RIDGE VILLAS V	47	48
F.	HEATHER RIDGE WEST I	37	59
G.	HEATHER RIDGE WEST II	39	31
Н.	HEATHER RIDGE WEST III	43	109
i. "	HEATHER RIDGE WEST IV	48	64

10. Inclusion of Additional Condominium Associations. Pursuant to the development plan for the HEATHER RIDGE Community, the provisions and the ensement rights, privileges and responsibilities recited and established in this Agreement are intended to benefit and apply to all future Condominium Unit owners and Condominium Associations within the HEATHER RIDGE Community as it may be developed by the Developers. The Developer has retained rights to establish such future ensements under the provisions of the Declarations of Condominium for the subscribing condominiums. As a new condominium is established for inclusion within the HEATHER RIDGE Condominium Community, the Developer may adopt the provisions of this agreement by incorporating them within the Declaration of Condominium, by reference, whereupon, the new Condominium Association, for the benefit of its unit owners, shall be considered to have joined in and executed this mutual easement agreement for the purposes herein expressed and upon the consideration herein granted, the same as if such association was an original party hereto, but effective on the effective date of the Declaration(s).

11. Term and Binding Effect. This Agreement shall continue in full force and effect between the parties until altered, modified or rescinded by all of the Associations hereto, by Agreement in writing and recorded among the Public Records of Pinellas County, Florida. This Agreement shall be binding upon the respective successors and assigns of each party. and the covenants herein contained shall run with the parcels of land herein incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have hereunto set there respective hands and seals the day and year first above written.

Witnesses as to All Parties:

HEATHER RIDGE VILLAS I

President

ATTEST:

Secretary

HEATHER RIDGE VILLAS II

y: /\/////

Pfesident

ATTEST:

Secretary

FREEBORN, JENNINGS & RUGGLES

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	**************************************
	HEATHER RIDGE VILLAS III
	2/ 5 HD A
	By: Mudlification— President
	ATTEST:
	Secretary
	HEATHER RIEGE VILLAS IV
	By: Sandleskyllard
	President*
	ATTEST:
	- A VII V
	Secretary
	HEATHER RIDGE VILLAS V
	By: Naudlobythant
	President
	ATTEST
	A
	Setur (tary -
	HEATHER RIDGE WEST I
	By: Navilles Chard
	President
	ATTEST
	T. V.
	Secratary
	HEATHER RIDGE WEST II
	By. Squid Bushart
	President
	ATTEST:
	· ACTOVIL
	Secretary
	FREEBORN, JENNINGS & RUGGLES
	TFORNEYS AT LAW DUNEDIN, ELORIDA
*	
and the second s	

O.R. 5318 PAGE 1399 -0:R-5-2-7-9 PAGE-20-8-6-

HEATHAR RIDGE WEST III

By: / While

ATTEST:

Secretary

HEATNER RIDGE WEST IV

By: Milili

President

ATTEST:

Sedretary

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, personally appeared DANIEL A. ENGELIIARDT and JIMMY L. NICHOLS, as President and Secretary respectively, of HEATHER RIDGE VILLAS I, II, III, IV and V, and HEATHER RIDGE WEST I, II, III and IV, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal, this 1 day of Jelsmany

1980.

NOTARY PUBLIC

My Commission Expires:

MOLVER BURTIS RIVIE OF ITOPION YI TYPE

POHOED ION CHIENT HIS / UNDERANTIE

RIDGE, NANAGEMENT, INC

y: MILLEE

A Legidell

ATTEST:

Sagnatoni

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, personally appeared DANIEL A. ENGELHARDT and JIMMY L. NICHOLS, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively, of RIDGE MANAGEMENT, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal authority, and that said instrument is the free act and deed of said corporation.

0.8.5.318 PAGE 1400 0.8.5.279 PAGE 2087

WITNESS my hand and official seal, this Lr day of Jelieuaig

1980.

NOTARY PUBLIC Wy Commission Expires:

NOTARY PUBLIC STATE OF ELECTION AT EACH MY COMMISSION ENTIRE NOV 2V 1733-10NDED THRU CENERAL THIS, UNDERWRITERS

HEATHER RIDGE, a Partifership

DANIEL A. E) GELHARDT, Portner

JIMMY L. MCHOLS, Partner

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, personally appeared DANIEL A. ENGELHARDT and JIMMY L. NICHOLS, General Partners of HEATHER RIDGE, a Florida General Partnership, with authority to act for the Partnership, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal, this 15rday of Flyungy

1980.

NOTARY PUBLIC
My Commission Expires:

NOTARY PUREIC STATE OF FLUKIDA AL LAUGH MY COMMISSION EXFIRST (NOW TO 1944 PORDED THEIR GENERAL 1985, LINESEWALTERS

FREEBORN, JENNINGS & RUGGLES ATTORNEYS AT LAW DENEDIN, FLORIDA.

FINELLAS COUNTY FLA. INST # 90-000997

RECEEDING

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#### \*\*\* OFFICIAL RECORDS \*\*\* Exhibit "B" BOOK 7166 PAGE 1372

WARRANTY DEED

THIS INDENTURE, made this 20 day of May, 1989, between HEATHER RIDGE, a Florida partnership, hereinafter called the "Grantor" and HEATHER RIDGE VILLAS I ASSOCIATION, INC., HEATHER RIDGE VILLAS II ASSOCIATION, INC., HEATHER RIDGE VILLAS III ASSOCIATION, INC., HEATHER RIDGE VILLAS VI December

INC., HEATHER RIDGE VILLAS VIII ASSOCIATION, INC., HEATHER RIDGE VILLAS IX ASSOCIATION, INC., HEATHER RIDGE VILLAS X ASSOCIATION,

THE CO. D INC., HEATHER RIDGE WEST I ASSOCIATION, INC., HEATHER REDGE XXIEDEX TO INXXASSOCIATION, HEATHER RIDGE WEST III ASSOCIATION, INC.,

HEATHER RIDGE WEST IV ASSOCIATION, INC., HEATHER RIDGE WEST V ASSOCIATION, INC., HEATHER RIDGE NORTH I ASSOCIATION, INC., HEATHER RIDGE NORTH II ASSOCIATION, INC., HEATHER RIDGE NORTH III ASSOCIATION, INC., HEATHER RIDGE NORTH IV ASSOCIATION, INC., Mose post office address is 2120 Evans Road, Dunedin 14.634698, hereinafter called the "Grantee". ES

(Whenever used herein, the terms "grantor" and "Grantee" include all of the parties of this instrument, and the heirs, legal representatives, successors and assigns of each).

WITNESSETH: That the Grantor, for and in consideration of LCC the sum of Ten Dollars (\$10.00) and other valuable  $\mathcal{P}_{\text{consideration}}$ , the receipt whereof is hereby acknowledged, has granted, and by these presents does hereby sell, convey, grant and assign unto each of said Grantees the following undivided interests in the real property described in Exhibit "A" as tenants in common:

```
TO HEATHER RIDGE VILLAS I ASSOCIATION, INC.,
TO HEATHER RIDGE VILLAS II ASSOCIATION, INC.,
TO HEATHER RIDGE VILLAS III ASSOCIATION, INC.,
                                                                                      7.04%
TO HEATHER RIDGE VILLAS IV ASSOCIATION, INC., TO HEATHER RIDGE VILLAS V ASSOCIATION, INC.,
                                                                                      4.93%
TO HEATHER RIDGE VILLAS VI ASSOCIATION, INC.,
 TO HEATHER RIDGE VILLAS VII ASSOCIATION, INC.,
                                                                                     3.17%
TO HEATHER RIDGE VILLAS VIII ASSOCIATION, INC., TO HEATHER RIDGE VILLAS IX ASSOCIATION, INC.,
                                                                                     1.41%
TO HEATHER RIDGE VILLAS X ASSOCIATION, INC.,
TO HEATHER RIDGE WEST I ASSOCIATION, INC., TO HEATHER RIDGE WEST II ASSOCIATION, INC.,
                                                                                     7.39%
                                                                                     0.00%
TO HEATHER RIDGE WEST III ASSOCIATION, INC.,
                                                                                     8.45%
TO HEATHER RIDGE WEST IV ASSOCIATION, INC.,
TO HEATHER RIDGE WEST V ASSOCIATION, INC.,
TO HEATHER RIDGE NORTH I ASSOCIATION, INC.,
                                                                                     2.46%
TO HEATHER RIDGE NORTH II ASSOCIATION, INC.,
                                                                                     8.45%
TO HEATHER RIDGE NORTH III ASSOCIATION, INC., TO HEATHER RIDGE NORTH IV ASSOCIATION, INC.,
                                                                                     3.17%
TO HEATHER RIDGE NORTH V ASSOCIATION, INC.,
                                                                                     2.82%
```

Total: 100%

SUBJECT to easements and restrictions of record and taxes for 1990 and all subsequent years.

THIS DEED is made, and is to be accepted with, the understanding that all issues of use, maintenance and other questions concerning the subject real property will be resolved by the decision of a majority of the ownership interest. That is to say, a majority of the percentages of ownership interest, not a majority of individual Grantees. Each Grantee shall contribute to the expenses of ownership, maintenance and other

Tax Pd. \$. 27,50 .... ...... Intangible Tax Pd. De Blaker, Clerk, Pinellas County

Lieputy Clerk

This Instrument Prepared By. Return Ruggles, Mackenzie & Langford G. MICHAEL MACKENZIE Post Office Box 14358

R. TIMOTHY PETERS, P. A., ATTORNEY AT LAW, CLEARWATER, FLORIDA 34629

\*\*\* OFFICIAL RECORDS \*\*\*
BOOK 7166 PAGE 1373

expenses of the subject property, according to their respective ownership percentages. For example, HEATHER RIDGE NORTH V ASSOCIATION, INC., will be responsible for 2.46% of all expenses and will have a 2.46% voice in any questions concerning the subject property.

THE above provisions and restrictions shall be deemed covenants running with the land and shall inure to the benefit of and be enforceable by all parties and all persons claiming under them.

AND the Grantor hereby covenants with the Grantees that it is the lawful owner of said property, and said Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

HEATHER RIDGE

a Florida partnership

By: HALLMARK INVESTMENTS, INC.

Attest:

Secretary

President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 29 day of A.D., 1989, before me personally appeared Jimmy L. Nichols and Elizabeth O. Nichols, as president and Secretary respectively of HEATHER RIDGE, a Florida partnership, under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

witness my signature and official seal at City of Clearwater in the County of <u>Pinellas</u> and the State of Florida, the day and year last aforesaid.

Commission Expires: 57

Notary Public, State of Horida My Commission Expires Feb. 2, 1992 Eagues, that Lov Lois Inglance los

\*\*\* OFFICIAL RECORDS \*\*
BOOK 7166 PAGE 1374

From the East 1/4 corner of Section 25, Township 28 S, Range 15 E, run thence N 89 degrees 12' 19" W, along the East-West center line of said Section 25, (ALSO being the center line of State Road No. 580), 661.36 feet; thence N. 0 degrees 17' 31" W, along the 40 Acre Line, (ALSO being the East Line of Lots 19 and 30, PINELLAS OF SUBDIVISION as recorded in Plat Book 3, Page 15 of the Public Records of Pinellas County, Florida, 1367.26 ft. for the POINT OF BEGINNING; thence N 89 degrees 22' 44" W, parallel to and 30.0 ft. Northerly of 32.50 ft.; thence along a curve to the Right, whose Chord bears N 18 degrees 45'44" E, 98.83 ft., Arc of 100.68 ft. and Radius of 151.37 ft.; thence S 59 degrees 17'31" E, 90.88 ft.; thence N. 30 degrees 42'29" E, 155.0 ft. to the 40 Acre Line; thence S 0 degrees 17'31" E, along said 40 Acre Line; thence S 0 degrees 17'31" E, along said 40 Acre Line, 215.0 ft. to the POINT OF

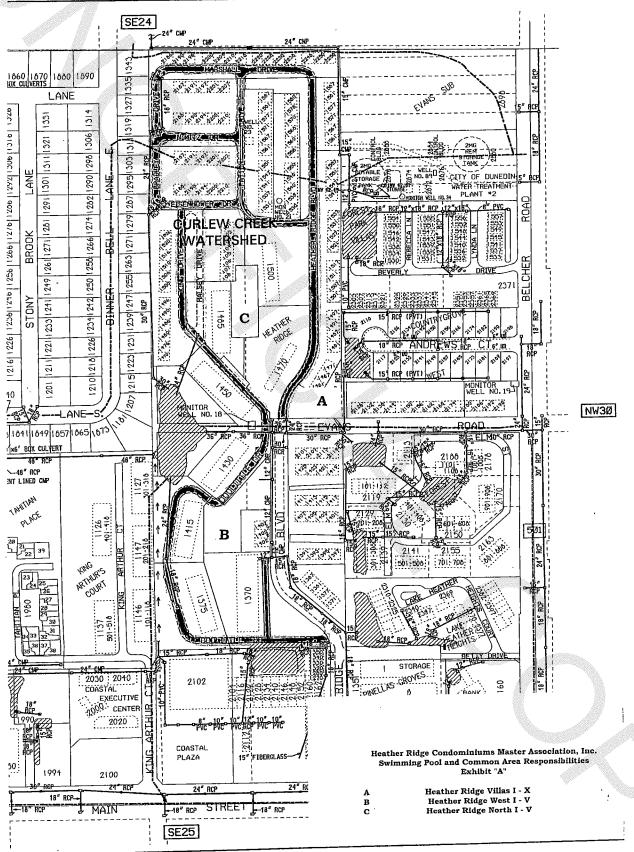
LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

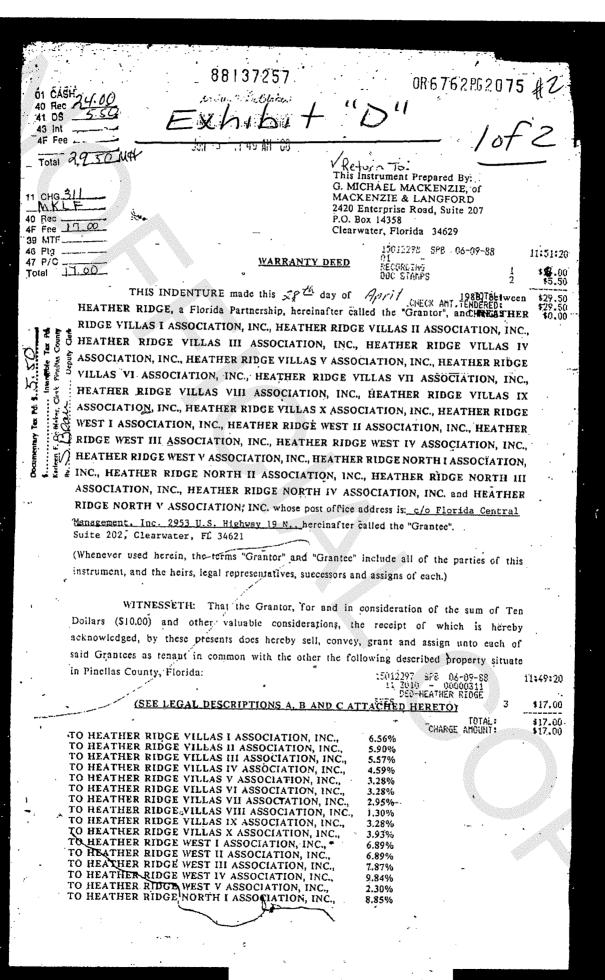
From the East 1/4 corner of Section 25, Township 28S, Range 15E, run thence N 89° 12' 19° W. along the East-West centerline of said Section 25, (also being the centerline of State Road No. 580), 661.36 ft.; thence N 0° 17' 31° W. along the East line of Lots 19 & 30, PINELLAS GROVES SUBDIVISION, as recorded in Plat Book 3', Page 15 of the Public Records of Pinellas County, Florida, 1367.26 ft.; thence N 89° 22' 44° W. parallel to and 36.0 ft. Northerly of the 40 acre line, 44.0 ft. for the POINT OF BEGINNING; thence continue N 89° 22' 44° W. parallel to and 30.0 ft. Northerly of the 40 acre line 146.02 ft.; thence N 0° 17' 31° W. 32.50 ft.; thence along a curve to the right, whose chord bears N 18° 45' 44° E., 28.83 ft., are of 100.68 ft. and radius of 151.37 ft.; thence S 59° 17' 31° E. 90.88 ft.; thence N 30° 42' 29° E. 155.0 ft.; thence S 0° 17' 31° E. 110.0 ft.; thence N 89° 22' 44° W. 44.0 ft.; thence S 0° 17' 31° E. 105.0 ft. to the POINT OF BEGINNING.

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OEO MEAGIER RI	DGE	
MOD TRUST FUND	4	\$14.00 \$2.00
JANEL AMOUNT	fOfaL;	\$15,00 \$16,00 \$16,00

19914947 * Ul	/Ac U1 102-90	18:04:04
OUC STAMES TINE PAVE	2 5	\$27.50 \$15.00
erike <b>C</b> M .	:OTAL: AMI.TENDERED: CHANGI:	\$42.50 \$42.50 \$0.00







- OR6762PG2076

TO HEATHER RIDGE NORTH II ASSOCIATION, INC., TO HEATHER RIDGE NORTH IV ASSOCIATION, INC., TO HEATHER RIDGE NORTH V ASSOCIATION, INC., TO HEATHER RIDGE NORTH V ASSOCIATION, INC.

20F2

AND the Grantor hereby covenants with the Grantee that it is the lawful owner of said property, and said Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

Witnesses:

HEATHER RIDGE A Florida Partnership

BY: HALLMARK INVESTMENTS

President

7.87% 2.95% 2.62%

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared MMY L. NICHOLS and ELIZABETH Q. MacMINN as President and Secretary respectively, of HALLMARK INVESTMENTS, INC. a Florida Corporation. a Partner of MEATHER RIDGE, a florida Partnership, and he acknowledged that he executed the foregoing instrument as such officer for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this JPE day of April

NOTARY PUBLIC

My Commission Expires:

HOTHER POSSES STATE OF PEOPLOGRAPH TO COMMISSION ELF. Acr. 3 April 2000 DE HOTHER TYPE COMMISSION ELFRANT TYPE COMMISSION ELFR

# Exhibit "E"

