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5057-1462

The instrument and recorded by
Frederick Jennings, of
FREDERICK JENNINGS, MACKENZIE & RUGGLES
1960 Bayshore Blvd.
Dunedin, Florida 33528

Plat 2100
Aug 7 1980

DECLARATION OF CONDOMINIUM
OF
HEATHER RIDGE WEST III, A CONDOMINIUM

THIS INSTRUMENT is entered into this 20th day of July, 1980 by
HEATHER RIDGE, a Florida Partnership, for itself, its successors and assigns, as fee
simple owner of the properties described herein, for the purpose of declaring the
described properties to a condominium form of ownership.

ARTICLE I

Submission Statement

The undersigned hereby submit the following described real property lying in
Dunedin, Pinellas County, Florida, and all improvements constructed thereon, to
condominium ownership as the same is established and defined under the Condominium
Act, Chapter 718, Florida Statutes:

That part of LOTS 20 & 29, in the Northeast One-quarter of Section 25,
Township 28 S, Range 15 E, PINELLAS GROVES SUBDIVISION, as recorded
in Plat Book 3, Page 15 of the Public Records of Pinellas County, Florida,
being further described as follows:

From the EAST 1/4 corner of Section 25, Township 28 S, Range 15 E, run
thence N 89°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 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, 1337.26 ft. to the 40 Acre Line; thence N
89°22'44" W, along the 40 Acre Line; (ALSO being the center line of EVANS
ROAD), 250.02 ft.; thence S 0°17'31" E, along the Westerly Right-of-Way of
HEATHER RIDGE BOULEVARD, 444.14 ft.; thence S 89°42'29" W, 235.0
ft.; thence S 0°17'31" E, 35.0 ft. for the POINT OF BEGINNING; thence S
15°36'54" E, 315.71 ft.; thence N 89°12'19" W, 260.0 ft.; thence N 0°19'13"
W, along the 40 Acre Line, 299.56 ft.; thence N 89°42'29" E, 176.67 ft. to
the POINT OF BEGINNING.

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ARTICLE II

Condominium Name

This Condominium shall be named and identified as HEATHER RIDGE WEST III,
A CONDOMINIUM.

ARTICLE III

The Condominium Association

The Condominium Association for this Condominium is HEATHER RIDGE WEST
III ASSOCIATION, INC., a non-profit Florida corporation. The Association has all of
the powers and duties set forth in this Declaration and the attached By-Laws; as well
as those granted by its charter and the laws of the State of Florida. Power of the
Association to purchase an Apartment of this Condominium; to grant easements,
licenses or rights of use, with respect to any of the Condominium property, to any public
entity, to the Developer, or to adjacent Condominiums within the HEATHER RIDGE
WEST and HEATHER RIDGE VILLAS Condominium Communities shall be unlimited.

ARTICLE IV

The Development Plan

This Condominium has been established and constructed by a Florida Partnership
called HEATHER RIDGE, the Developer. It is intended to be one of

THE CONDOMINIUM PLAT FOR THIS CONDOMINIUM IS RECORDED IN
PLAT BOOK 43, AT PAGE 109.

Hold for Frederick Jennings

several Condominiums to be constructed on contiguous tracts of land through various phases of construction. As each phase of construction is completed, each shall be declared and established as a separate Condominium, with a separate Association. The several Condominiums will be bound to one another through covenants which provide for the common sharing and use of all common facilities, such as roadways and recreational areas. The rights and obligations of ownership and sharing will be in proportion to the number and size of Apartments within each separate Condominium.

The recreational facilities for the HEATHER RIDGE WEST Community are constructed on a tract of land near the properties described herein. Legal title to the recreational facilities will be retained by the Owner or the Developer until completion and marketing of all phases of the community. When marketing has been completed, fee simple title will be conveyed to the various Associations as described above, without further consideration or payment by any party. From the date of this Declaration all costs and expenses whatsoever pertaining to the ownership and use of the recreational facilities and other common areas of the HEATHER RIDGE WEST Community shall be the sole obligation and expense of this Association and all other Associations which may use and enjoy the same. These expenses shall be assessable and collectible as a part of the regular assessments for maintenance and management created and provided by this Declaration, and are included as a part of the budget for this Condominium.

ARTICLE V

Retained Rights of the Developer

A. Concerning Construction. During such time as the Developer is in the process of construction on any portion of the Condominium Building, the Developer, for itself and its successors and assigns, reserves the right to prohibit persons temporarily from access to any portion of the common elements, and to utilize the same exclusively for construction purposes. No unit owner or his guests or invitees shall in any way interfere with or hamper the Developer, its contractor or its employees, in their construction efforts.

B. Until construction of the Condominium has been fully completed, the Developer reserves the right to alter the boundaries between the units, so long as the Developer owns the units so altered; to increase or decrease the number of units and to alter the boundaries of the common elements; provided no such change shall be made without an amendment of this Declaration, but such amendment need be executed and acknowledged only by the Developer and approved by the institutional mortgagee of a first mortgage covering the units affected. Such an amendment to the Declaration shall not require the approval of the Association, its officers, directors or members, or other unit owners within the Condominium.

C. Sale and Leasing Activities. The Developer, its successors and assigns, shall have the right to transact any business necessary or appropriate to consummate sales or rentals of Condominium Parcels, including but not limited to the right to maintain models; to install signs identifying the Condominium Property, and advertising the sale of Condominium Parcels; to maintain employees in offices, models and recreational portions of the Condominium Property, and; to use the common elements for marketing purposes. All sales office furnishings, and all personal property used by the Developer, its successors and assigns, in such marketing activities shall not be considered common elements and shall remain the property of the Developer.

ARTICLE VI

Identification of Apartments and their Appurtenances

A. Apartments Defined. Each Apartment within this Condominium shall constitute a separate Condominium Parcel or Unit capable of individual ownership. The Apartments are identified and described on the Condominium Plat and Survey attached as Exhibit "A" to this Declaration.

B. Boundaries. The boundaries of each Apartment shall be as set forth in Exhibit "A", subject to alteration by settlement or movement of the building and permissible repairs or modifications. They are intended to be as follows:

1. Upper and Lower Boundaries: The upper and lower boundaries of an Apartment shall be the following boundaries extended to an intersection with the parametrical boundaries:

(a) The upper boundaries shall be the horizontal plane of the undecorated finished ceiling.

(b) The lower boundaries shall be the horizontal plane of the undecorated finished floors.

2. Parametrical Boundaries: The parametrical boundaries of the Apartment shall be the vertical planes of the undecorated finished interior of the walls bounding each Apartment, extended to the intersections with each other and with the upper and lower boundaries. Such boundaries shall not include patios, porches or balconies, but shall include all exterior windows, screens and doors.

C. Limited Common Elements. All porches, patios, balconies or terraces appended to an Apartment shall be a limited common element of that Apartment, and the Apartment Owner shall be entitled to the exclusive use of these areas, and all other Apartment Owners in the Condominiums shall not be entitled to make any use of the same for any purpose whatsoever. Modifications, alterations or decorations of limited common elements may not be made by an Apartment Owner except upon prior written approval of the Association, which may be granted or denied with or without qualification. In no event, however, shall the Association have any authority to grant a Unit Owner permission to change or alter the color, design, finish or decor of any exterior portion of any such limited common elements. Maintenance expenses for limited common elements shall be the responsibility of the Association. No enclosures or structures may be installed within any patio, porch or terrace area.

D. Undivided Shares Appurtenant to Each Condominium Apartment and Allocation of Common Expenses and Common Surpluses. Each Apartment Owner shall be responsible for the common expenses pertaining to his Apartment and any common surpluses shall be owned by such Owner, according to the percentage of ownership in the common elements appurtenant to each Apartment set forth as follows:

<u>Apartment No.</u>	<u>Percentage(in decimal equivalent)</u>
101	.04416
102	.04212
103	.04076
104	.04212
105	.03736
106	.03872
107	.04076
108	.04416
201	.04416
202	.04212
203	.04076
204	.04212
205	.03872
206	.04212
207	.04076
208	.04416
301	.04416
302	.04212
303	.04076
304	.04212
305	.03872
306	.04212
307	.04076
308	.04416

E. Parking Spaces. Parking spaces are located on lands within or contiguous to the Condominium Property. These shall be identified by numbers and one such space shall be numbered with the number of each Condominium Parcel, and shall be assigned to such Parcel. Assigned parking spaces shall be used only by the owner, tenant, guest, licensee or invitee of such identified parcel. The remaining parking spaces are available generally for tenants, guests, invitees and licensees of each Apartment Owner, without reservation or restriction. Each assigned parking space shall constitute a limited common element which shall not be separated from the Condominium Parcel to which it shall have been assigned and which shall automatically be transferred to a new owner upon a transfer of ownership of the Condominium Parcel. After the initial conveyance to the owner by the Developer, a parking space may not be covered except upon approval of the Association, and said space may be used only for the parking of an automobile or other motor vehicles, except upon approval of the Association.

ARTICLE VII

Easements

The Developer hereby grants, reserves and dedicates unto Himself to all Condominium Associations and Condominium Apartment Owners, their licensees, invitees, guests, heirs, successors and assigns, and the mortgagees of such parties, within all present and future phases of the HEATHER RIDGE WEST Condominium Community and the HEATHER RIDGE VILLAS Condominium Community, which are now or hereafter may be established on the properties described below:

Lots 11 and 12, EVANS SUBDIVISION, per map or plat thereof recorded in Plat Book 28, Page 63 of the Public Records of Pinellas County, Florida, and Lots 3, 4, 13, 14, 19, 20, 29 and 30 of PINELLAS GROVES SUBDIVISION, per map or plat thereof recorded in Plat Book 3, Page 25 of the Public Records of Pinellas County, Florida.

A. Utility Easements. Utility easements are established through the Condominium property as may be required to provide utility services for the Condominium and for all other Condominiums, residences and improvements within the HEATHER RIDGE WEST Condominium Community or the HEATHER RIDGE VILLAS Condominium Community, or which may be otherwise constructed on the above described property. However, easements through any Apartment shall only be in accordance with the plans and specifications for the Apartment Building unless approved in writing and duly acknowledged according to law by the Condominium Owner so affected.

B. Easements for Ingress and Egress. Easements for ingress and egress and right-of-way are established for pedestrian traffic over, through, on and across all sidewalks, paths, walkways, lanes and avenues as the same from time to time may exist upon the common elements; and for vehicular traffic over, through, on and across such portions of the common elements as may from time to time be intended for such purposes.

C. Easements for Maintenance and Repair. Easements through the Apartments and the common elements are hereby established for the maintenance, repair, replacement and improvement of all portions of said Apartments or common elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours and reasonable prior notice, except that access may be had at any time in the case of an emergency.

D. Easements of Unintentional and Non-negligent Encroachments. If an Apartment shall encroach upon any common element or upon any other Apartment by reason of original construction, then, if the same cannot be corrected at a cost of less than \$100.00, an easement appurtenant to such encroaching Apartment shall exist to the extent of such encroachment, so long as the same shall exist. This easement shall not be for the benefit of the property described by legal description in this Article, and is not granted to its owners.

E. Emergency Easements of Ingress and Egress. Easements shall exist over all balconies, porches or other portions of any Apartment Unit which may be used as avenues of exit, whenever the same shall be reasonably required for emergency exit. This easement shall not be for the benefit of the property described by legal description in this Article, and is not granted to its owners.

F. Additional Easements Reserved for Expansion. Easements for utilities, drainage, recreation, ingress and egress, including pedestrian traffic over and across all sidewalks, paths, walks, lanes, grounds and other areas intended for pedestrian traffic, and for vehicular traffic over and across all such portions of the common elements as may be paved and used for such purposes, are hereby established in the common elements of this Condominium, for use in connection with other Condominiums and the Apartment Owners thereof which are presently or may hereafter be established by the Developer according to the Development Plan described herein, and for the benefit of the owners of the property described by legal description in this Article, to the same extent as if the common elements of this Condominium were common elements of such other Condominiums or other property. Further, the Developer is hereby granted the right to establish additional easements over the common elements of this Condominium as may be necessary, desirable or appropriate, in his opinion, to serve the adjacent Condominiums within the HEATHER RIDGE WEST and HEATHER RIDGE VILLAS Condominium Communities and the property described by legal description in this Article, with utility services, drainage, traffic, ingress and egress and all other services and facilities.

ARTICLE VIII

Use Restriction

The use of the Apartments and the common elements of this Condominium are restricted in accordance with the following provisions: which are intended as a means of establishing and preserving congenial relationships among the Apartment Owners:

1. Apartments shall be used only as single family residences.
2. Use and occupancy of an Apartment shall be upon such terms and conditions, as are set forth therein and as may, from time to time, be prescribed through rules and regulations established by the Association, including prohibitions on keeping of pets.
3. The rental of a Condominium Apartment by a Unit Owner may not be prohibited by the Association. The Association may, however, establish reasonable rules and regulations concerning such rental, and may specifically limit rentals to terms of no less than six (6) consecutive months in a year.
4. No nuisances shall be allowed on the property nor shall any use or practice be permitted which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the residential properties by the Owners.
5. No immoral, improper, offensive or unlawful use shall be made of the property nor of any part thereof and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property and the Apartments shall be observed to the extent that the same are not in conflict with the provisions of this Declaration.

ARTICLE IX

The Association and the Administration of Condominium Property

- A. Power to Administer. The administration and management of the Condominium Property including without limitation the acts required of the Association by this Declaration, the maintenance and repair of the common elements, and the entering into of contracts or agreements on behalf of or for the benefit of the Condominium Property or the general welfare of the members of the Association shall be the exclusive responsibility and authority of the Association.
- B. Power to Contract: The Association is hereby vested with the power to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- C. Articles of Incorporation. The Articles of Incorporation of the Association are attached as Exhibit "B" to this Declaration. These Articles of Incorporation may be amended only in accordance with the provisions contained therein.
- D. By-Laws. The By-Laws of this Association are attached as Exhibit "C" to this Declaration and the same may be amended only in accordance with the provisions contained in the Articles of Incorporation, in Chapter 718 of the laws of the State of Florida, 1976, or elsewhere in this Declaration.
- E. Authority to Adopt Rules and Regulations. The Association is hereby vested with sole and exclusive authority to adopt Rules and Regulations governing the use of all Condominium Apartments and all Condominium Property of this Condominium. Such Rules and Regulations shall not, however, unreasonably interfere with an Apartment Owner's right to own, occupy, use or enjoy his individual Condominium Apartment. The initial Rules and Regulations adopted by the Association are attached hereto as Exhibit "D" and these may be amended from time to time by a majority vote of the Board of Directors of the Association. Unless otherwise regulated by law, an amendment to the Rules and Regulations shall be effective upon passage and need not be recorded among public records. All such Rules and Regulations shall be construed and enforced as a provision of this Declaration.

F. Powers and Duties. The powers and duties of the Association shall be those set forth in this Declaration, in the Articles of Incorporation and By-Laws of the Association, together with those powers reasonably implied to effect the purposes thereof, and together with all such other powers as shall from time to time be authorized, given or granted for Condominium Associations under the laws of the State of Florida. However, if there are conflicts or inconsistencies between this Declaration and either the By-Laws or the Articles of Incorporation for the Association or the laws of the State of Florida, the terms and provisions of this Declaration shall prevail and all Apartment Owners covenant to vote in favor of such amendments to such instruments as shall be effective to remove such conflict or inconsistencies.

G. Limitations from Liability of the Association. Notwithstanding the duty of the Association to maintain and repair the Condominium property, the Association shall not be liable to any Apartment Owner for injury, damage or loss other than the cost of maintenance and repair, caused by any act of omission or commission on its part.

H. Acquisition of Additional Interests. The Association is authorized and empowered to acquire interests in real property of all kinds and descriptions, including but not limited to, easements, rights-of-way, licenses, uses, fee simple ownership, leasehold estates and all other forms of ownership, use or possession in and to recreational facilities of all kinds and descriptions, utilities and utility services, avenues for ingress and egress, and all other property interests, beneficial or appropriate, for use and enjoyment by its members. The Association is authorized and empowered to pass, adopt and establish rules, regulations, covenants and restrictions concerning the use of the same and concerning the use of all common properties generally, by the Condominium Apartment Owners.

I. Grant of Interests. The Association is further empowered and authorized to give, grant, convey and enter into easements, licenses and rights of use and access with other Condominium Associations or any other firm, person, corporation or governmental entity as it shall deem necessary or appropriate.

ARTICLE X

Maintenance, Repair and Alteration of the Condominium

A. Association Responsibility. The Condominium Association has the exclusive responsibility and authority for the operation, maintenance, repair, alteration and improvement of the common elements, the limited common elements and all Condominium Property of this Condominium.

B. Alterations or Improvements. The Association has the right and authority to make such alterations, improvements and additions to the common elements and the Condominium Property as it shall deem appropriate and desirable, upon the approval of at least 75% of the Apartment Owners constituting its members. However, such alterations, improvements and additions shall not be made without the prior written consent of the Developer until the expiration of a period of five (5) years from the date of this Declaration, or until the Developer shall have completed the construction of all phases of all Condominium Apartments which are now or may hereafter be planned, zoned and designated for construction within the HEATHER RIDGE WEST Community.

C. Apartment Owner's Responsibility. Each Apartment Owner shall be responsible to maintain, repair and replace all portions of his Apartment at his expense. Such required maintenance, repair and replacement shall be promptly made in all instances where the failure to perform the same might interfere with the rights of enjoyment or use of adjoining Apartments or the common elements.

ARTICLE XI

Assessments

Assessments against the Apartment Owners shall be made or approved by the Association and paid by the Apartment Owners to the Association in accordance with the terms and conditions contained herein and in the Articles of Incorporation and the By-Laws of the Association. In addition, the following provisions shall apply:

A. Records and Accounts. The Association will maintain a record of all of its receipts and expenditures in accordance with the provisions of the Condominium Act of the State of Florida.

B. Assessments for Common Expenses. Assessments for common expenses shall be made on an annual basis, in advance, in the manner determined by the Board of Directors of the Association in accordance with its Articles of Incorporation and By-Laws. Each annual period, the Association shall adopt a budget for fixed expenses and assessments which shall be due and payable by each Apartment Owner in equal consecutive monthly payments, at the time and place designated by the Board of Directors.

C. Other Assessments. The Association is vested with the authority to levy additional assessments from time to time as it may deem necessary or appropriate for the management, operation, maintenance, repair, replacement, alteration or improvement of the common elements and Condominium Property. These additional assessments shall be paid by the Apartment Owners in the same proportions as is required for the payment of all other assessments.

D. Assessments for Liens and Taxes. All liens of any nature, including taxes and special assessments, levied by governmental authorities which shall become a lien upon more than one Apartment, or upon any portion of the common elements or Condominium Property, shall be paid by the Association as a common expense and shall be assessed against the Apartments and Apartment Owners. All such assessments levied upon the recreational facilities and other common grounds dedicated for the exclusive use of the HEATHER RIDGE WEST Community shall be so paid and assessed whether or not legal title to such property shall have been conveyed to the Association at the time of levy. Any such lien which pertains distinctly to individual apartments shall be assessed directly to the apartments so affected.

E. Late Charge for Assessments. If an Apartment Owner shall fail to pay an ordinary budgeted monthly assessment within fifteen (15) days from the date on which the same shall become due and payable, then the Association may levy a late charge as an additional assessment against the defaulting owner, and may collect the same as is provided for the collection of assessments herein. This late charge shall not exceed the sum of \$2.00 for each day in which the default shall occur beyond the fifteen (15) day grace period.

F. Lien for Assessment. Each Condominium Apartment Owner shall be responsible for all assessments levied upon his apartment. All unpaid assessments will bear interest at the rate of ten percent (10%) per annum or the highest lawful rate, whichever is greater, from the due date until the date of payment. This interest will not be in addition to the late charge provided for in the preceding paragraph, however, if the same would then constitute a usurious rate of interest. The Association shall have a lien upon each Condominium Apartment for all unpaid assessments, late charges and interest. This lien shall be exercised by recording among the Public Records of Pinellas County, Florida a proper Claim of Lien in the name of the Association (or its delegate if there shall be one). The Claim of Lien shall state the amount due, the date when due, a description of the Condominium Apartment, and the name of the record owner. The lien shall also secure reasonable attorney's fees and costs incurred in the collection of the delinquent assessment, and the enforcement of the lien, including but not limited to all trial and appellate litigation costs. Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate or any Management Corporation managing the affairs of the Association, if the powers of the Association are vested in the Management Corporation by virtue of its agreement with the Association, in like manner of a foreclosure of mortgage on real property.

G. Additional Rights. The rights of this Association for the collection of unpaid assessments are in addition to all rights and remedies which Condominium Associations may now or hereafter have under the laws of the State of Florida and the United States of America.

H. Assessments Not Attributable to Developer. During the period in which the Developer shall own or be engaged in marketing efforts with respect to any of the apartments of this Condominium, the Developer shall not be liable for the payment of any common expenses or assessments related to such apartments, and no such expenses or assessments shall be attributed in any way to such apartments. During a period of one (1) year from the date of this Declaration, the Developer hereby guarantees that the common expenses and assessments for maintenance and repair of the Condominium Property shall not exceed the sum of Seventy Five Dollars (\$75.00) per month for each apartment, and the Developer hereby obligates himself to pay any amount of such common expenses or assessments which are incurred during the guaranteed period and are not produced by assessments up to the stated dollar amount received from other Apartment Owners.

ARTICLE XII

Restrictions on Apartment Transfers

To maintain and preserve HEATHER RIDGE WEST as a community of congenial and financially responsible residents, the transfer of an interest in an Apartment is restricted and is authorized only when made in accordance with the provisions set forth below.

A. Notice to Association

1. Sales. When an Owner desires to sell his apartment, he shall submit a copy of his proposed Contract of Sale to the Association, together with the name and address of the purchaser and such further information as the Association may require for approvals.

2. Gift, Devise or Inheritance. In the event of a transfer by gift, devise or inheritance, the transferee or recipient of the apartment shall notify the Association in writing of his acquisition of ownership, and shall furnish the Association with such further information as it may require, and a true and correct copy of the instrument evidencing the transfer of the owner interest.

3. Method and Place of Notice. All notices to the Association shall be made in writing at the Association's current business office or business address, and if the same is unavailable, then to the Resident Agent of the Association.

4. Failure to Furnish Notice. If any required notice to the Association is not given, then at any time after receiving knowledge of any transfer, the Association, at its option, without notice, may approve or disapprove of the transfer.

B. Approval Action or Exercise of Option in Event of Sale. Within fifteen (15) days of receipt of the Notice or of the additional information requested by the Association, whichever shall be last received, the Association shall have and may exercise in writing an Option to Purchase the selling owner's apartment in its name or in the name of another prospective purchaser approved by it, upon the same terms and conditions as those specified in the selling Owner's Notice. This written Exercise of Option shall be timely made if mailed to the selling owner by regular U. S. Mail, to his street or postal address within the required time. The Association or its designee shall have thirty (30) days from the date of delivery of this Notice within which to close the transaction, the terms and conditions of seller's presented offer to the contrary notwithstanding. Should the Association elect not to exercise this Option to Purchase, it shall issue its Certificate of Approval and the selling owner may proceed with the proposed sale.

C. Approval Action on Lease or Other Transfer. The procedure requirements and conditions for obtaining the Association's approval action in the event of a lease or other transfer by an Apartment Owner shall be the same as are provided for action upon sale, and the Association may offer any other party willing to lease or accept other transfer upon the Apartment Owner's proposed terms and conditions. Exercise of this Option shall be submitted by the Association in the manner and within the time period required for its Exercise of Option provided for in the preceding paragraph.

D. Approval Action in the Case of Gift, Devise or Inheritance. An Owner who has obtained his Condominium Apartment by gift, devise, inheritance or any other manner not previously considered shall give to the Association notice of the acquisition of such apartment as is required in Paragraph A of this Article, together with such further information concerning the owner and the transfer as the Association may require, and a true and correct copy of the instrument evidencing the owner's interest. Such items shall be furnished within twenty (20) days from the date on which the acquisition of such interest shall occur. If the Association shall approve the continuation of the new Apartment Owner's interest in the apartment, it shall issue its Certificate of Approval within fifteen (15) days from the date of notification to it.

If the Association shall disapprove of the continuation of this ownership, or if it shall otherwise so elect, it shall have an Option to Purchase the apartment for its fair market value as determined by appraisal. The Apartment Owner and the Association shall each select a qualified and competent appraiser to appraise the apartment. The fair market value will then be the average of the appraised values as determined by each appraiser. This Option to Purchase shall be subject to the

contingency that the Apartment Owner has attempted to market or sell his apartment to the public upon such terms and conditions as he shall desire for a period of six (6) months from the date on which the appraised value shall have been determined. Any contract received by the Apartment Owner within this period shall, however, be subject to the approval conditions and further Option Provisions as are established elsewhere in this Article. The exercise of the Option provided in this paragraph shall be made in writing in the manner required for the exercise of the Option provided under Paragraph B, and closing of the Option shall occur within thirty (30) days of this exercise or the removal of the contingency in favor of the Apartment Owner, whichever shall last occur.

Should the Association elect not to exercise its Option to Purchase, the ownership of such owner shall continue as though the same had been formally approved by the Association.

E. Issuance of Certificate of Approval. When the Association has approved a transfer, it shall issue its Certificate of Approval executed in the manner required for the execution of deeds and other conveyances. The certificate shall be recorded among the Public Records of Pinellas County, Florida, but not at the expense of the Association. The Association may establish and charge a reasonable fee for issuing the Certificate of Approval, which shall be based upon costs and expenses incurred and which shall not exceed the greater of the sum of \$50.00 or such sums as may be authorized by law.

F. Unauthorized Transfers. Any sale, mortgage, lease, sublease, encumbrance, devise, gift or other transfer not made in accordance with the provisions of this Article or approved by the Association as is required herein shall constitute a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever in or to the intended transferee. All expenses incurred by the Association in any litigation brought by it or against it as a consequence of such attempted transfer shall be assessable against the transferring Apartment Owner and shall constitute a lien against his apartment, collectible in the manner provided for the collection of assessments and liens which is set forth elsewhere in this Declaration.

G. Transfers not Requiring Approval Action. The foregoing provisions requiring approval action of the Association and granting to the Association Options to Purchase upon certain circumstances shall not be applicable to any transfer by the Developer; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage; or to transfers of interests between parties already having record interest in a Condominium Apartment at this Condominium.

ARTICLE XIII

Insurance

A. Duty to Insure. The Condominium Association and each Apartment Owner shall maintain in full force and effect the policies of insurance required under this Article. All policies of the Association shall provide for the issuance of mortgagee endorsements to the holders of first mortgages upon apartments, and, if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual Apartment Owners, the Association, or its delegate. These policies and endorsements shall be held by the Association or its delegate.

B. Condominium Property Coverage. The Association or its delegate shall insure all Condominium Property through non-assessable policies with companies licensed to do business in the State of Florida, against destruction or loss by fire and other casualty, in amounts and upon terms and provisions as it shall deem acceptable. However, all structural improvements upon real property shall be insured in at least the amount of eighty percent (80%) of their insurable or replacement value. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to the Condominium Property covered by the policy, with any excesses to be paid to the Apartment Owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in a form or manner which is at least equal to the original quality. If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the Apartment Owners in accordance with the provisions of this Declaration to cover the deficiency.

If the Condominium Property is damaged or destroyed in excess of fifty percent (50%) of its value at the time of loss, and if seventy-five percent (75%) of all Apartment Owners shall elect not to rebuild, repair or replace the Condominium Property, the Condominium shall be terminated and the insurance proceeds shall be distributed to the Apartment Owners and their mortgagees as their interests may appear.

C. Liability Insurance. The Association shall also obtain and keep in effect a comprehensive public liability insurance policy insuring the Association, its Board of Directors, officers and the Apartment Owners who are its members, against possible liabilities arising out of the use and ownership of the common elements and the Apartment Units. This policy shall be in an amount of not less than \$100,000 for claims or damages of personal injuries from any single specific cause to any one person, and to the extent of not less than \$300,000 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claim for personal injuries alleged against the insured parties. The insurance shall also provide for a minimum of \$25,000 property damage coverage.

D. Additional Insurance. The Association is authorized to carry such further policies of insurance as may, from time to time, be required by state law, or as its Board of Directors may deem appropriate.

E. Insurance Coverage by Apartment Owners. Each Apartment Owner shall obtain additional insurance at his own expense, according coverage upon his apartment, personal property and for his personal tort liability in connection with the same.

F. Apartment Owner's Duty to Reconstruct or Repair Casualty Damage to His Apartment. Where casualty damage occurs within the boundaries of an individual apartment, the Apartment Owner shall commence repairs or replacement of the same within ninety (90) days of the date of casualty or loss, and such repairs shall be at his sole cost and expense. In the event the Apartment Owner shall fail to repair or replace such damage, the Association or its delegate may do so and assess all costs against the Apartment Owner, and these costs shall be a lien against the apartment collectible in the manner set forth in this Declaration for the collection of other liens and assessments. The Association shall approve all plans and specifications to be followed for such repairs or replacements prior to the commencement of the same by the Apartment Owner.

ARTICLE XIV

Compliance and Default

Each Apartment Owner shall be governed by and comply with the terms and conditions of this Declaration of Condominium and the Rules and Regulations of the Condominium Association. A default shall entitle the Association or other Apartment Owners to the remedies and relief set forth below:

A. Legal Proceeding. Failure to comply with any of the terms and conditions contained in this Declaration and the Rules and Regulations of the Association shall entitle the Association and affected Apartment Owners to all remedies available at law or in equity, either under the Condominium Act of the State of Florida or otherwise.

B. Abatement of Utility Services. The Association shall have full power and authority to discontinue all utility services which it shall furnish to an apartment, the owner of which shall be in default in paying any authorized expense or assessment for a period of more than thirty (30) days after the date on which written notice of such default shall have been furnished to him, either personally or by mail to his last known address.

C. Costs and Attorneys' Fees. The Association shall be entitled to recover all costs and expenses, including reasonable attorneys' fees whether through trial or appellate litigation or otherwise, which it shall incur as a consequence of an Apartment Owner's default or breach of the provisions of this Declaration or the Rules and Regulations, Articles of Incorporation, or By-Laws of the Association.

D. No Waiver of Rights. The failure of the Association or an Apartment Owner to enforce any right, provision, term or condition of this Declaration or the Rules and Regulations, Articles of Incorporation or By-Laws of the Association shall not constitute a waiver of the right of the Association or the Apartment Owners to enforce the same in the future.

ARTICLE XV

Covenants Running With the Land

All provisions of this Declaration and the Rules and Regulations, Articles of Incorporation and By-Laws of the Association shall be construed to be covenants running with the land and every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto; and every Apartment Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all provisions of such instruments.

ARTICLE XVI

Amendment

During the period in which the Developer shall own one or more Condominium Apartment this Declaration of Condominium may not be amended without his approval and written joinder therein. Subsequently, this Declaration of Condominium may be amended in the manner provided under the Condominium Act of the State of Florida as the same now exists or may hereafter be amended.

IN WITNESS WHEREOF, the fee simple owners of said property have executed this Declaration of Condominium the day and year first above written.

Witnesses:
[Signature]

HEATHER RIDGE, a Partnership
By: *[Signature]*
President, DUNEDIN HEATHER RIDGE, INC., a Partner

[Signature]

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DANIEL A. ENGELHARDT, as President of DUNEDIN HEATHER RIDGE, INC., a Partner in HEATHER RIDGE, a Partnership, and he acknowledged before me that he executed the foregoing Declaration of Condominium as such officer and further acknowledges that he has authority to execute this Declaration of Condominium on behalf of HEATHER RIDGE, a Partnership.

WITNESS my hand and official seal in Dunedin, Pinellas County, Florida, this 30th day of July, 1980.

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 13 1981
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT OF MORTGAGEE

The undersigned, FORTUNE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereby consents to the recording of the Declaration of Condominium of Heather Ridge West III, A Condominium, this 5th day of August, 1980.

FORTUNE FEDERAL SAVINGS AND
LOAN ASSOCIATION

Witnesses:
[Signature]
[Signature]

By: *[Signature]*
ATTEST: *[Signature]*

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take oaths and administer acknowledgments in the State of Florida, Jean C. Townsend, Assistant Vice President and Fannie Mae and Burgess, Assistant Secretary, of Fortune Federal S & L Assn me well known and known to me to be the persons described in and who executed the foregoing Consent of Mortgage and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Clearwater, Pinellas County, Florida, the 5th day of August, 1980

Kileen Gazzoli
Notary Public
My Commission Expires:
NOTARY PUBLIC, State of Florida At Large
My Commission Expires March 28th, 1984.
AFFIDAVIT



STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, personally appeared CATHERINE MARK, who being first duly sworn states:

1. She is Trustee of THE MARK CHILDREN'S TRUST, a partner in that certain partnership known as HEATHER RIDGE. The name of the remaining partner is DUNEDIN HEATHER RIDGE, INC., a Florida corporation.
2. The Partnership is the owner of that certain parcel of land located in Pinellas County, Florida, and further described as follows:

That part of LOTS 29 & 30, in the Northeast One-quarter of Section 25, Township 28 S, Range 15 E, PINELLAS GROVES SUBDIVISION, as recorded in Plat Book 3, Page 15 of the Public Records of Pinellas County, Florida, being further described as follows:

From the EAST 1/4 corner of Section 25, Township 28 S, Range 15 E, run thence N 89°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 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, 1337.26 ft. to the 40 Acre Line; thence N 89°22'44" W, along the 40 Acre Line; (ALSO being the center line of EVANS ROAD), 250.02 ft.; thence S 0°17'31" E, along the Westerly Right-of-Way of HEATHER RIDGE BOULEVARD, 444.14 ft.; thence S 89°42'29" W, 235.0 ft.; thence S 0°17'31" E, 35.0 ft. for the POINT OF BEGINNING; thence S 15°36'54" E, 315.71 ft.; thence N 89°12'19" W, 260.0 ft.; thence N 0°19'13" W, along the 40 Acre Line, 299.56 ft.; thence N 89°42'29" E, 176.67 ft. to the POINT OF BEGINNING.

3. The Partnership known as HEATHER RIDGE was in existence when title to the above described real property was conveyed to it and it remains in existence as of the date of execution and filing of the Declaration of Condominium committing said land to condominium ownership, attached hereto.

4. There is nothing in the partnership agreement for HEATHER RIDGE restricting the President of DUNEDIN HEATHER RIDGE, INC., a partner from binding the other partner in the execution of the Declaration of Condominium for HEATHER RIDGE WEST-III attached hereto.

5. To the best of the affiant's knowledge, DUNEDIN HEATHER RIDGE, INC., by its President, DANIEL A. ENGELHARDT, is competent to contract and the Trustees of The Mark Children's Trust are competent to contract on behalf of said trust.

FURTHER AFFIANT SAYETH NAUGHT.

Catherine Mark

CATHERINE MARK, Trustee
THE MARK CHILDREN'S TRUST,
a Partner

Sworn to and subscribed before me
this 15th day of July, 1980.

Ruth E. Mitchell

NOTARY PUBLIC
My Commission Expires: April 11, 1982

