

FILED  
03 MAR -7 AM 10:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EXHIBIT F  
*ARTICLES OF INCORPORATION*  
*OF*  
*HERITAGE LAKE CONDOMINIUM ASSOCIATION, INC.*  
*A corporation not for profit under the laws of the State of Florida*

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under, Chapter 617, Florida Statutes, and certify as follows:

*ARTICLE I*

*Name, Address and Registered Agent*

1.1 *Name.* The name of the corporation shall be **HERITAGE LAKE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit. For convenience the corporation shall herein be referred to as the "Association".

1.2 *Address.* The principal place of business and mailing address of the corporation shall be: % Sacher, Martini & Sacher, P.A., 2655 LeJeune Road, Suite 1101, Coral Gables, Florida 33134.

1.3 *Address and Registered Agent.* The street address of the initial registered office of the Association is % Sacher, Martini & Sacher, P.A., 2655 LeJeune Road, Suite 1101, Coral Gables, Florida 33134. The name of the Association's initial registered agent at such address is Gregory T. Martini.

*ARTICLE II*

*Purpose*

2.1 *Purpose.* The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Florida Condominium Act for the maintenance, operation and management of **HERITAGE LAKE CONDOMINIUM** (herein the "condominium"), located in Pinellas County, Florida.

2.2 *Distribution of Income.* The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3 *No Shares of Stock.* The Association shall not have or issue shares of stock.

**ARTICLE III**  
**Powers**

3.1 *Common Law and Statutory Powers.* The Association shall have all of the common-law and statutory powers of a corporation not in conflict with the terms of these Articles of Incorporation or the Florida Condominium Act.

3.2 *Specific Powers.* The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida, these Articles of Incorporation, and the Declaration of Condominium (hereinafter the "Declaration") and all of the powers and duties reasonably necessary to maintain, manage and operate the condominium pursuant to such Declaration and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of operation.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium property.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (e) To make and amend reasonable rules and regulations respecting the use of the property of the condominium.
- (f) To approve or disapprove the transfer, mortgage and ownership of units in the condominium.
- (g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the regulations for use of the property of the condominium.
- (h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium to have the approval of directors or the membership of the Association.
- (i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

(j) To employ personnel to perform the services required for proper operation of the condominium.

(k) To acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including recreational facilities, whether or not contiguous to the lands of the condominium, intended to benefit the unit owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

(l) To purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same, subject, however, to the provisions of the Declaration and Bylaws relative thereto.

3.3 *Assets Held in Trust.* All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4 *Limitation on Exercise of Powers.* The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

#### *ARTICLE IV* *Members*

4.1 *Members.* The members of the Association shall consist of all the record owners of units in the condominium from time to time, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 *Change of Membership.* After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Pinellas County, Florida, of a deed or other instrument establishing a change of record title to a unit in the condominium. The owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3 *Limitation on Transfer of Shares of Assets.* The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's unit.

4.4 *Voting.* The owner of each unit shall be entitled to at least one vote (voting interest) as a member of the Association. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

**ARTICLE V**  
**Directors**

5.1 *Board of Directors.* The affairs of the Association shall be managed by the board of directors consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 *Election of Directors.* The directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws of the Association.

5.3 *First Election of Directors.* The first annual election of directors by the membership shall not be held until March 4, 2008, or until the developer elects to terminate its control of the Association, or until required by the Condominium Act. The transfer of control of the Association by the developer to the members shall be as provided in the Declaration of Condominium for the condominium.

5.4 *First Board of Directors.* The names and address of the members of the first board of directors who shall hold office until their successors are elected and qualified, or until removed, are as follows:

NAME	ADDRESS
Gregory T. Martini	2655 LeJeune Road, Suite 1101 Coral Gables, Florida 33134
Joseph A. Pettinella	1136 Route 9, Suite U-1 Hampton Business Center Wappingers Falls, New York 12590
Stephen J. Carroll	c/o Aspen Builders, Inc. 141 First Street Northwest Largo, Florida 33770

**ARTICLE VI**  
**Officers**

6.1 **Officers.** The affairs of the Association shall be administered by a President, Vice-President and Secretary/Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated and elected by the board of directors are as follows:

NAME	OFFICE	ADDRESS
Gregory T. Martini	President/Treasurer	2655 LeJeune Road, Suite 1101 Coral Gables, Florida 33134
Joseph A. Pettinella	Vice President/Secretary	1136 Route 9, Suite U-1 Hampton Business Center Wappingers Falls, New York 12590

The directors and officers may lawfully and properly exercise the powers set forth in ARTICLE III.

**ARTICLE VII**  
**Indemnification**

7.1 **Indemnification.** Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE VIII**  
**Bylaws**

8.1 **Bylaws.** The Bylaws of the Association shall be adopted by the board of directors of the Association and may be altered, amended or rescinded in certain instances by the board of directors and in certain instances by the membership in the manner provided by the Bylaws.

**ARTICLE IX**  
**Amendment**

9.1 **Amendments.** Subject to the provisions of Sections 9.2 and 9.3 of this Article IX, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Except as elsewhere provided, such resolutions must be approved by not less than sixty percent (60%) of the voting interests of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

9.2 **Limitation on Amendments.** No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III or Section 5.3 of Article V, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium.

9.3 **Initial Amendments by First Board of Directors.** Until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted by the unanimous action of the first board of directors named in these Articles.

9.4 **Certification.** A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

**ARTICLE X**  
**Term**

10.1 **Term.** The term of the Association shall be perpetual unless the condominium is terminated pursuant to the provisions of the Declaration and, in the event of such termination, the Association shall be dissolved in accordance with the law.


**ARTICLE XI**  
**Subscribers (Incorporators)**

11.1 **Names and Addresses.** The name and business address of the incorporator of these Articles of Incorporation are as follows:

NAME	ADDRESS
Gregory T. Martini	2655 LeJeune Road, Suite 1101 Coral Gables, Florida 33134

*The balance of this page was intentionally left blank.*

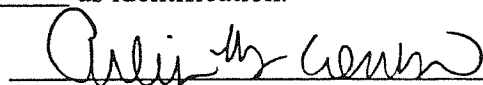
IN WITNESS WHEREOF, the incorporators have hereto affixed their signatures on  
this 4<sup>th</sup> day of March, 2003.

  
\_\_\_\_\_  
Gregory T. Martini

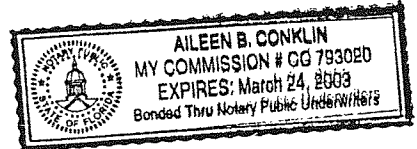
STATE OF FLORIDA )  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 4 day of  
March, 2003, by **Gregory T. Martini**, who  is personally known to me or  has  
produced \_\_\_\_\_ as identification.

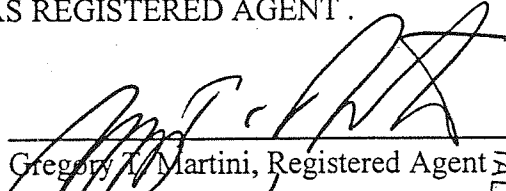
My Commission Expires:

  
\_\_\_\_\_  
Notary Public (SEAL)

Aileen B. Conklin  
\_\_\_\_\_  
Legibly print name of Notary



HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF  
PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN  
THESE ARTICLES OF INCORPORATION, I HEREBY ACCEPT THE APPOINTMENT AS  
REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO  
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND  
COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT  
THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT .

  
\_\_\_\_\_  
Gregory T. Martini, Registered Agent

Date: 3/4/03

**FILED**  
03 MAR -7 AM 10:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



**EXHIBIT "G"**

**BYLAWS**

**OF**

**HERITAGE LAKE CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit under the laws of the State of Florida*

1. **Identity.** These are the Bylaws of **HERITAGE LAKE CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on March 7, 2003. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing **HERITAGE LAKE CONDOMINIUM** (herein the "condominium"), which is located upon certain lands in Pinellas County, Florida.

1.1 **Initial Office.** The initial principal office of the Association shall be at Aspen Builders, Inc., Attention: Stephen Carroll, 141 1<sup>st</sup> Street NW, Largo, Florida 33770.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

1.3 **Seal.** The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. **Members Meetings.**

2.1 **Annual Meetings.** The annual members' meeting shall be held at the office of the corporation or such other place as may be stated in the notice during the month of February each year, at a date, time and place as set by the board of directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. The members shall meet at least once in each calendar year.

2.2 **Special Meetings.** Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast twenty percent (20%) of the votes of the entire membership. A special meeting of the unit owners to recall a member or members of the board, or a special meeting regarding budgetary matters, shall be called as required by Chapter 718, Florida Statutes.

2.3 *Notice.* Notice of all members' meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at their address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of compliance of such notice requirement shall be given by the affidavit of the person giving the notice. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place on the condominium property at least fourteen (14) continuous days prior to each meeting of the members. The notice of the annual meeting of the members must be sent by mail to each unit owner and the post office certificate retained as proof of such mailing unless the particular unit owner has waived in writing the right to receive the notice of the annual meeting by mail. Alternatively, notice may be provided by hand-delivery when allowed by Chapter 718, Florida Statutes.

2.4 *Quorum.* A quorum at members' meeting shall consist of the owners of a majority of the units of the entire condominium. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.5 *Voting.*

(a) In any meeting of members, the owners of units in the condominium shall be entitled to cast one vote for each unit (voting interest), unless the decision to be made is elsewhere required to be determined in another manner.

(b) The vote of the owners of a unit owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote or if more than one owner is in attendance, the owner designated by those in attendance shall cast the vote.

2.6 *Proxies.* Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named a proxy need not be a unit owner. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 *Adjourned Meetings.* If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 *Order of Business.* The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

2.9 *Waiver of Notice.* The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

2.10 *Proviso.* PROVIDED, however, that until the developer of the condominium has closed the sales of all of the units of the condominium, or until March 4, 2008, or until the developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no force or affect unless approved by the initial board of directors, except as otherwise specifically required by the Florida Condominium Act.

3. *Directors.* The initial board of directors shall be three (3) members.

3.1 *Board of Administration.* The affairs of the Association shall be managed by the board of directors.

3.2 *Number and Term.* The board of directors shall consist of not less than three (3) nor more than seven (7) directors. When the unit owners elect their first board of directors the number of directors shall be five (5).

The term of each director shall be two (2) years. When the unit owners first elect their directors after developer terminates its control, the two (2) directors receiving the highest number of votes will be elected for two (2) year terms and the three (3) directors elected with the least number of votes will be elected for one year terms. After the initial election of directors, all directors shall be elected for two (2) year terms.

3.3 *Election of Directors.* Election of directors shall be conducted in the following manner:

- (a) Election of directors shall be held at the annual members' meeting.
- (b) The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each unit owner no less than sixty (60) days before the scheduled election. The Association shall mail or deliver to the unit owners at the addresses listed in the official records of the Association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than fourteen (14) days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the board of directors that endorses, disapproves, or otherwise comments on any candidate.
- (c) The election shall be by a ballot and by a plurality of the votes cast, each person voting be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.
- (e) Subject to the provisions of § 718.301, *Florida Statutes*, any director may be removed with or without cause by the vote or agreement in writing by a majority of all unit owners. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.
- (f) Provided, however, that until the developer of the condominium has closed the sales of all of the units of the condominium, or until March 4, 2008, or until developer elects to terminate its control of the condominium, or until otherwise specifically

required by the Condominium Act, whichever shall first occur, the first directors of the Association shall serve. In the event of vacancies, the developer (or if it fails to do so, the remaining directors) shall fill the vacancies, except as may be otherwise specifically provided by the Condominium Act. The transfer of control of the Association from the developer to the members shall be as provided in the Declaration of Condominium.

3.4 *Organizational Meeting.* The organizational meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.5 *Regular Meetings.* Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each director, personally or by mail, telephone, telegraph, e-mail or fax at least (48) hours prior to the day named for such meeting.

3.6 *Special Meetings.* Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of special meetings (except for any such meeting at which the adoption of the annual budget is to be considered and except for an emergency) shall be given personally or by mail, telephone, telegraph, e-mail or fax at least 48 hours prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

3.7 *Directors Meetings Open.* All meetings of the board of directors shall be open to all units owners.

3.8 *Notice to Unit Owners.* Notices of all meetings of the board of directors "To The Attention of all Unit Owners" shall also be posted conspicuously on the condominium property forty-eight (48) continuous hours in advance, except in an emergency.

3.9 *Meeting to Adopt Annual Budget.* The members must be given written notice of the time and place of the meeting at which the board of directors will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed annual budget of common expenses and proposed assessments must be mailed or hand delivered to each unit owner at the address last furnished the Association not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting. Evidence of compliance with this 14-day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association. The meeting shall be open to all unit owners.

3.10 *Waiver of Notice.* Any director may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such director.

3.11 *Quorum.* A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.12 *Adjourned Meeting.* If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 *Submittal of Approval/Disapproval.* A director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the director did not attend, however, such agreement or disagreement may not be used as a vote and may not be used for the purpose of determining a quorum.

3.14 *Presiding Officer.* The presiding officer of directors' meeting shall be the President. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.15 *Order of Business.* The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.16 *Compensation.* Neither directors nor officers shall receive compensation for their services as such.

4. *Powers and Duties of the Board of Directors.* All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, and all of the powers and at duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the powers as set forth in the Articles of Incorporation.

When a unit owner files a written inquiry by certified mail with the board of directors, the board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The board's response shall either give a substantive response to the unit owner, notify the unit owner that a legal opinion has been requested, or notify the unit owner that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division"). If the board requests advice from the Division, the board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the unit owner. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the unit owner. The failure to provide a substantive response to the unit owner as provided herein precludes the board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

5. *Officers.*

5.1 *Executive Officers.* The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the board of directors and shall serve at the pleasure of the board of directors. Any person may hold two or more offices, except that the President shall not be also the Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 *President.* The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among members from time to time, as in the President's discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 *Vice President.* The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 *Secretary.* The Secretary shall keep the minutes of all proceeding of the directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and directors and other notices required by law. The Secretary shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 *Treasurer.* The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices; and the Treasurer shall perform all other duties incident to the office of Treasurer.

5.6 *Compensation.* The compensation, if any, of all employees of the Association shall be fixed by the directors. The provision against compensation for directors and officers shall not preclude the employing of a director or officer as an employee of the Association, or preclude the contracting with a director for the management of the condominium.

5.7 *Term.* All officers serve at the pleasure of the board of directors. Any officer may be removed by a vote of not less than a majority of the directors, at a special meeting called for that purpose.

6. *Fiscal Management.* The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 *Accounts.* The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.



(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common elements.

6.2 *Annual Budget.* The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expense previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices.

(a) Provided, however, that until the developer of the condominium has closed the sales of all units of the condominium, or until March 4, 2008, or until developer elects to or is required by statute to terminate its control of the condominium, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves, except for reserves required by statute.

(b) If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

(c) *Excessive Budget:* Where the annual budget for common expenses requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the previous year, as defined in Chapter 718, Florida Statutes, the board of directors, upon written application of at least ten percent (10%) of the unit owners, shall call a special meeting of the unit owners within thirty (30) days from receipt of such application upon not less than fourteen (14) days' written notice to each unit owner. At the special meeting the unit owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the voting interests.

6.3 *Assessments.* Assessments against the members for their shares of the annual budget shall be made by the board of directors quarterly in advance on or before the fifteenth (15<sup>th</sup>) day of the last month preceding the calendar quarter for which the assessments are made. Such assessments shall be due and payable on the first day of the calendar quarter for which they are made. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the quarterly assessment proves to be insufficient, the assessment may be amended at any time by the board of directors if the assessments for the year to date do not exceed the annual budget for that year. Any assessments that do exceed such limitation shall be subject to the majority approval of the membership of the Association. The

unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the board of directors.

6.4 *Assessments for Emergencies.* Assessments for common expenses of emergencies that cannot be paid from the quarterly assessments for common expenses shall be made only after notice of the need for such proposed assessment is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast at least one-half of the votes of the unit owners concerned, the assessment shall become effective and it shall be due and payable at such time and in such manner as the board of directors of the Association may require in the notice of such assessment.

6.5 *Assessments for Betterments and Reserves.* The board of directors of the Association may impose assessments for betterments to the condominium on the members and may also establish reserves. In determining whether a current year's assessments are in excess of the assessments for the preceding year, assessments for betterments shall be excluded.

6.6 *Assessments for Maintenance, Repairs, Replacement and/or Protection of Common Elements.* The board of directors can exercise its best business judgment in maintaining, repairing, replacing and/or protecting the common elements, and may levy special assessments for said purpose without a vote of the members.

6.7 *Depository.* The depository of the Association shall be in such bank or banks as shall be designated from time to time by the board of directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.8 *Audit.* An annual audit of the accounts of the Association shall be made by a certified public accountant, if requested by at least a majority of the unit owners, and a copy of the audit report shall be furnished to each member not later than three (3) months following the fiscal year end.

6.9 *Fidelity Bonds.* Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors and must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds shall be paid by the Association.

7. *Parliamentary Rules.* Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. **Amendments.** These Bylaws may be amended in the following manner:

8.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 **Resolution.** A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or the members. Except as elsewhere provided, such approvals must be either by:

(a) not less than sixty percent (60%) of the voting interests of the Association; or

(b) until the first election of directors, by all of the members of the initial board of directors.

8.3 **Proviso.** Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent and no amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided further, that no amendment shall be made to Sections 2.10, 3.3(f) or 6.2(a) without the written approval of the developer of the condominium.

8.4 **Amendments.** All amendments shall be in the form prescribed by § 718.112, *Florida Statutes*.

8.5 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and amendment are recorded in the Public Records of Pinellas County, Florida.

9. **Minutes.** Minutes of all meetings of the members and all meetings of the board of directors shall be kept in a book and shall be available for inspection by unit owners and board members and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. **Rules and Regulations.** The board of directors may adopt reasonable rules and regulations to be uniformly applied to all members governing the details of the operation and use of the common elements.

11. **Association May Acquire and Enter Into Agreements.** Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal

property, including but not limited to recreational facilities, whether or not contiguous to the condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The board of directors of the Association may adopt covenants and restrictions relating to the use of such facilities.

12. **Arbitration of Internal Disputes.** Disputes, as defined in § 718.1255, *Florida Statutes*, arising from the operation of the condominium among unit owners, the Association, their agents and assigns may be resolved by mandatory non-binding arbitration. Arbitrators shall be provided by the Division pursuant to § 718.1255, *Florida Statutes*. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction.

13. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.

14. **Limited Power of Conveyance.** The Association shall have the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

15. **The Condominium Act.** In the event of a conflict between the provisions of these Bylaws and the Condominium Act, or in the event the Condominium Act sets forth mandatory bylaws provisions that are not expressly contained herein, the terms and provisions of the Condominium Act shall control (except to the extent that the Condominium Act allows these Bylaws to vary the provisions of the Condominium Act) and, to that extent, are incorporated by reference herein. As used in these Bylaws, the "Condominium Act" shall mean the provisions of Chapter 718, *Florida Statutes* (1999), and as amended.

16. **Surface Water Management System.** In the event of dissolution of the Association any plan of dissolution shall require that the Association transfer the surface water management system to an appropriate agency of local government and that if said transfer is not acceptable to such agency of local government, then the surface water management system shall be transferred to another not for profit corporation.

*Remainder of page is intentionally left blank*

**CERTIFICATE**

The foregoing were adopted as the Bylaws of **Heritage Lake Condominium Association, Inc.**, a Florida corporation not for profit, on March 7, 2003.

  
\_\_\_\_\_  
**JOSEPH A. PETTINELLA**, Secretary

**RESIGNATION OF OFFICERS AND DIRECTORS**

The undersigned, who constitute all of the Officers and Directors of Heritage Lake Condominium Association, Inc., do hereby resign from the offices and from the Board of Directors, as appropriate.

Dated this \_\_\_\_\_ day of July, 2005.



Gregory T. Martin

\_\_\_\_\_  
Joseph A. Pettinella

\_\_\_\_\_  
Nicole Richardson

19 87.00

EXHIBIT E

PINELLAS COUNTY FLA.  
OFF REC BK 12622 PG 1801

REC \_\_\_\_\_  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_

This instrument prepared by and RETURNED TO:  
DON DOUGLAS RAMSAY  
Powell, Carney, Hayes & Silverstein, P.A.  
Post Office Box 1689  
St. Petersburg, FL 33731-1689

9L067999 05-13-1999 11:29:31 EKN  
01 000000000  
AGR-CROSS EASEMENT - THE MANOR  
RECORDING 019 PAGES 1 \$87.00  
TOTAL: \$87.00  
P CHECK AMT. TENDERED: \$87.00  
CHANGE: \$0.00

TOTAL \_\_\_\_\_

(Space above reserved for Clerk's Office)

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT ("Agreement") is entered into this 28<sup>th</sup> day of April, 1999, by and between THE MANOR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is c/o Sterling Management, Inc., 1301 Seminole Boulevard, Suite 172, Largo, Florida 33770 (the "Manor Association") and PET-MAR DEVELOPMENT, INC., a Florida corporation, whose mailing address is 2655 LeJeune Road, Suite 1101, Coral Gables, Florida 33134 ("Pet-Mar"), and is made in reference to the following facts:

RECITALS

A. The Manor Association is the condominium association responsible for the operation and management of the affairs and property of the condominium known as The Manor, A Condominium ("The Manor"), created in the Declaration of Condominium Ownership of The Manor, A Condominium, recorded in Official Records Book 6190, Page 2029, Pinellas County, Florida and as amended from time to time (the "Declaration").

B. The Declaration contemplated eight (8) phases, each legally described therein, of which only Phases I, II, III, IV, and VIII were submitted to the condominium form of ownership. The legal descriptions comprising Phases I, II, III, IV, and VIII of The Manor are described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Manor Property"). Phases I, II, III, IV, and VIII, having all been submitted to the condominium form of ownership, merged into a single condominium, The Manor; however the original phase numbers are used in this Agreement for purposes of ease in identifying various portions of the Manor Property.

C. The real property identified in the Declaration as Phases V, VI, and VII, which property is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein (the "Pet-Mar Property") was never submitted to the condominium form of ownership and is not part of The Manor; the phasing period for said phases has expired.

D. Pet-Mar is the owner of the Pet-Mar Property, which it intends to develop, in phases, into a residential condominium comprised of three buildings, each building comprised of ten units (the "Pet-Mar Condominium"). Pet-Mar shall assign its rights and obligations under this Agreement to a condominium association to be formed to govern the Pet-Mar Condominium (the "Pet-Mar Association").

E. Both the Manor Property and the Pet-Mar Property are currently burdened by the following easements of record:

- (1) easement in favor of Florida Power Corporation, recorded in Deed Book 1449, Page 373;
- (2) easement reservation of City of Pinellas Park, recorded in O.R. Book 6099, Page 1720;
- (3) easement in favor of General Telephone Company of Florida, recorded in O.R. Book 6162, Page 1612; and
- (4) easement in favor of Florida Power Corporation, recorded in O.R. Book 6163, Page 1924;

all in the Public Records of Pinellas County, Florida (collectively the "Recorded Utility Easements"). Also, the parties acknowledge that there may be existing or future drainage lines, water and sewer facilities and/or other utilities infrastructure within the common areas of Phase IV and Phase VIII of the Manor Property and within the proposed common areas of the Pet-Mar Condominium (the "Unrecorded Utility Easements"). The Recorded Utility Easements and the Unrecorded Utility Easements may sometimes hereinafter be referred to collectively as the "Utility Easements". There is also a lake or retention pond which straddles the east/west boundary between the Manor Property and the Pet-Mar Property, which lake provides drainage for both parcels (the "Retention Pond").

F. There are existing tennis courts, racquetball/handball courts, and a swimming pool, pool house and jacuzzi, all located within Phase IV of the Manor Property (collectively the "Recreational Facilities").

G. The construction of improvements on the Pet-Mar Property contemplates an asphalt drive providing access from 67<sup>th</sup> Avenue North to the parking and buildings to be located on



the Pet-Mar Property; said asphalt drive will connect to an existing asphalt drive which currently provides separate access to 67<sup>th</sup> Avenue North for the parking and buildings located in Phase IV and Phase VIII of The Manor; when connected, said asphalt drives will form a loop through the Pet-Mar Property and Phase IV and Phase VIII of the Manor Property, with two access points to 67<sup>th</sup> Avenue North (the "Loop Driveway").

H. The Manor Association and Pet-Mar have determined that it is in their best interest to enter into the following agreements concerning use of the Utility Easements, the Retention Pond, the Recreational Facilities, and the Loop Driveway.

NOW THEREFORE, for and in consideration of the agreements set forth herein, and for other valuable consideration, the Manor Association and Pet-Mar do hereby agree as follows:

#### ARTICLE I. - INTRODUCTION

1. Recitals. The parties agree that the statements contained in the recitals of fact set forth above (the "Recitals") are true and correct, and the Recitals by this reference are made a part of this Agreement.

2. Definitions. The parties agree that the definitions set forth above and the following definitions will be used for purposes of this Agreement:

(a) Loop Driveway Easement Area - means the asphalt driveway which is or will be located in both the Manor Property and the Pet-Mar Property and which driveway provides access at two (2) points to 67<sup>th</sup> Avenue North, which area is more particularly described in Exhibit "C" attached hereto and by this reference incorporated herein.

(b) Owner - means the record owner, whether one or more persons or legal entities, of the fee simple title to a Unit.

(c) Recreational Facilities Easement Area - means Phase IV (Parcel A) and Phase IV (Parcel B), of the Manor Property, as said parcels are described in Exhibit "A" attached hereto, exclusive of Building Nos. 4 and 8 and any related limited common elements.

(d) Unit - means a residential condominium unit created on the Manor Property or the Pet-Mar Property.

(e) Utility Easement Area - means that portion of the Manor Property and the Pet-Mar Property: (1) which falls within the legal descriptions set forth in and/or contemplated by the Recorded Utility Easements referenced in Recital E hereinabove; or (2) the areas within which

lie existing or future drainage lines, water and sewer facilities, and/or other utilities infrastructure, as contemplated by the Unrecorded Utility Easements referenced in Recital E hereinabove.

## ARTICLE II. - RECREATIONAL FACILITIES EASEMENT

1. Grant of Easement by the Manor Association. A nonexclusive easement for use (exclusive of the right to walk pets, unless in accordance with rules and regulations for pets approved by the Manor Association) of, and ingress and egress to, the Recreational Facilities is hereby granted by the Manor Association to Pet-Mar and to all Owners of Units in the Pet-Mar Condominium, which easement shall be across the Recreational Facilities Easement Area as necessary to reach the Recreational Facilities in a direct and reasonable fashion, and which easement shall also run in favor of the family members, guests, lessees, agents, invitees, tenants and employees of Pet-Mar and said Owners. Use of the Recreational Facilities shall be subject to same rules and regulations as apply to Owners of Units in The Manor; which rules and regulations shall be reasonable.

2. Responsibility for Maintenance. The Manor Association shall have the responsibility to repair and maintain the Recreational Facilities and any other common element improvements located within the Recreational Facilities Easement Area, in good overall condition and state of repair. Subject to reimbursement as hereinafter set forth, the Manor Association shall pay the entire expense associated with such repair and maintenance. Decisions by the Manor Association relating to the maintenance and repair of the Recreational Facilities and other common element improvements located in the Recreational Facilities Easement Area shall not require the approval of Pet-Mar.

3. Expense of Maintenance. The expense associated with such maintenance and repair shall be shared by the Manor Association and Pet-Mar, in accordance with each one's Ownership Percentage Share from time to time, which Ownership Percentage Share shall be determined pursuant to paragraph 4 next below. Expenses included hereunder shall include those incurred for reserves, taxes, insurance, the routine operation, maintenance, replacement and repair of the Recreational Facilities, and any personal property used in conjunction therewith.

4. Ownership Percentage Share. The Ownership Percentage Share shall mean 100% times a fraction, the numerator of which (1) for the Manor Association is 50, and (2) for Pet-Mar is the number of Units for which a certificate of occupancy has been properly issued, and the denominator of which is the then total of the numerators determined pursuant to (1) and (2) of this paragraph. For example, if the numerator for Pet-Mar is 20 then the denominator will be 70, the Ownership Percentage Share for the Manor Association would be 71.4%, and the Ownership Percentage Share for Pet-Mar would be 28.6%.

### ARTICLE III. - ADDITIONAL EASEMENTS

1. Grant of Easements by the Manor Association. The following non-exclusive easements for the purposes hereinafter set forth are hereby granted by the Manor Association to Pet-Mar and to all Owners of the Units in the Pet-Mar Condominium:

(a) A non-exclusive easement for utilities across that portion of the Utility Easement Area located on the Manor Property;

(b) A non-exclusive easement for drainage into and use of the Retention Pond; and

(c) A non-exclusive easement for ingress and egress, both pedestrian and vehicular, across the Loop Driveway Easement Area.

2. Grant of Easements by Pet-Mar. The following non-exclusive easements for the purposes hereinafter set forth are hereby granted by Pet-Mar to the Manor Association and to all Owners of Units in The Manor:

(a) A non-exclusive easement for utilities across that portion of the Utility Easement Area located on the Pet-Mar Property;

(b) A non-exclusive easement for drainage into and use of the Retention Pond; and

(c) A non-exclusive easement for ingress and egress, both pedestrian and vehicular, across the Loop Driveway Easement Area.

3. Manner and Expense of Maintenance. The Manor Association shall be responsible for the maintenance of that portion of the Utility Easement Area and the Loop Driveway Easement Area, which lies within the boundary of the Manor Property and Pet-Mar shall be responsible for the maintenance of that portion of the Utility Easement Area and the Loop Driveway Easement Area which lies within the boundary of the Pet-Mar Property. Either party shall have the right to temporarily close or restrict that portion of the Loop Driveway which lies on its property as reasonably necessary for repairs. The expense associated with the maintenance and repair of (a) the Retention Pond, and (b) the water and sewer facilities within the Utility Easement Area to the extent such facilities serve both the Manor Property and the Pet-Mar Property, shall be shared by the Manor Association and Pet-Mar, in accordance with each one's Ownership Percentage Share from time to time. Maintenance of the Retention Pond shall include treatment for water moccasins. Any major maintenance and repair (project cost in excess of \$10,000.00) of shared water and sewer facilities shall require a majority vote of all of the Owners of the Units. Each party shall be responsible for

damages caused by the negligent acts of their respective Unit Owners or other users authorized by this Agreement, to the property of the other. Said easement areas shall be maintained in good overall condition and state of repair, and in the event of any excavations or other alteration, shall be restored upon completion to condition as good or better than prior to the work.

4. Signage. Each party agrees to construct and maintain, at its own expense, directional signage (as to both properties) on its own property, such signs to be essentially the same in style and size. In the alternative, the parties may mutually agree that such directional signage is not necessary.

5. Benefitted Individuals and Entities. The easements created in this Article III shall also run in favor of the family, guests, lessees, agents, invitees, tenants and employees of the Manor Association, Pet-Mar, and said Owners, and which easement shall also run in favor of representatives of utility, delivery, pickup and sanitation services, mail carriers and representatives of fire and police departments and other necessary public or private agencies providing services to the Manor Property and the Pet-Mar Property, and which easements shall also run in favor of contractors, subcontractors, employees and others providing construction or development services or materials to the Manor Property and the Pet-Mar Property. Contractor, employees, materialmen, and subcontractors for one party shall not be permitted to enter upon the property of the other, except as required to perform actual work on that property, such as for the purpose of utility tie-ins and the installation of utility lines. In connection with the construction of condominiums on the Pet-Mar Property, all persons shall enter through the Pet-Mar entrance to 67<sup>th</sup> Avenue North or through other construction entrance located on the north, south, or east boundary of the Pet-Mar Property.

#### ARTICLE IV. - DEFAULT

1. Right to Cure. In the event either party to this Agreement defaults in the performance of its obligations under this Agreement (referred to hereinafter as the "Defaulting Party"), then the other party (referred to hereinafter as the "Non-Defaulting Party") shall have the right, but not the obligation, upon the expiration of thirty (30) calendar days written notice to the Defaulting Owner, to cure such default for the account of and at the expense of the Defaulting Party, provided that the Defaulting Party has not prior to the expiration of the thirty (30) day notice period cured the default or commenced to cure the default and is diligently continuing such efforts to cure. Notwithstanding the provisions of the preceding sentence, in the event of emergency conditions constituting a default hereunder, any Non-Defaulting Party acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, as long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Non-Defaulting Party giving such notice proposes to take in order to cure the claimed default. To effectuate any such cure, each Non-Defaulting Party shall have the right to enter upon the real property owned, operated, or managed by the Defaulting Party to perform any

necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party.

2. Legal and Equitable Relief. Provided that the notice and opportunity to cure provisions of paragraph 1 of this Article have been first complied with, if applicable, each party shall have the right to prosecute any proceedings at law or in equity against the other party hereto, or any other person, violating or attempting to violate or default upon any of the provisions contained in this Agreement, in order to prevent the violating or Defaulting Party or any such person from violating or attempting to violate or defaulting upon the provisions of this Agreement and to recover damages for any such violation or default. The remedies available under this paragraph shall include, by way of illustration but not limitation, suits for damages, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, or actions for specific performance of this Agreement.

3. Costs of Cure. All costs and expenses reasonably incurred by any Non-Defaulting Party to cure a default of a Defaulting Party under the provisions of this Article, together with interest thereon at the rate of 18% per annum, and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to the Non-Defaulting Party by order of court pursuant to this Article, shall be assessed against and paid by the non-prevailing party.

4. Waiver and Remedies Cumulative. No waiver by any party of any default under this Agreement shall be effective or binding unless made in writing by such party and no such waiver shall be implied from any omission to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default, or period of time, or both, specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement. All of the remedies permitted or available under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver of election of remedies with respect to any other permitted or available right or remedy.

#### ARTICLE V. - MISCELLANEOUS

1. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

2. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of the State of Florida.
3. Covenants Run With the Land. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective employees, invitees, agents, successors and assigns. The easements granted herein in favor of Owners of Units shall run with the Units and shall be used and enjoyed by the then current Owners thereof and by those provided rights through such Owners as described above. The formation of an association to govern the Pet-Mar Condominium and its assumption of the obligations herein created, which assumption shall be in writing and recorded in the Public Records of Pinellas County, Florida, shall automatically release Pet-Mar and any subsequent owner from all obligations arising thereafter under this Agreement, and Pet-Mar's and any subsequent third party developer's easement rights hereunder shall likewise automatically terminate.
4. No Partnership. Nothing contained herein shall be construed to make Pet-Mar and the Manor Association partners or joint venturers or to render either Pet-Mar or the Manor Association liable for the debts or obligations of the other, except for such debts and obligations recited in this Agreement.
5. Insurance. Pet-Mar and the Manor Association, at their own expense, shall each maintain general public liability insurance against claims for personal injury, death or property damage occasioned by accidents occurring in connection with the use, maintenance and repair of the easements granted by this Agreement.
6. Approval of Use of Utilities. The Manor Association specifically approves and consents to Pet-Mar's use of water and sewer facilities located within the Utility Easement Area to the extent any such facilities are privately owned.
7. Entire Agreement. This Agreement constitutes the entire understanding of the parties as to the subject matter of this Agreement.
8. Modification. This Agreement shall not be modified or amended except in writing signed by all the parties hereto.
9. Heading and Terms. The headings of each paragraph are for convenience of reference only, and shall not alter or affect the construction and meanings of the provisions of each paragraph. As used herein, the singular shall include the plural, the plural shall include the singular and each gender shall include the others where the content so requires.

10. Notice. Any notice or communication required or permitted hereunder from one party to another shall be given in writing, sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, such as Federal Express, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to Pet-Mar:

Pet-Mar Development, Inc.  
2655 LeJeune Road, Suite 1101  
Coral Gables, Florida 33134  
Attn: Gregory T. Martini, President

If to the Manor Association:

The Manor Condominium Association, Inc.  
c/o Frank Randazzo, Registered Agent  
2331 Belleair Road, Suite D  
Clearwater, Florida 33764

and

The Manor Condominium Association, Inc.  
c/o Sterling Management  
1301 Seminole Boulevard, Suite 172  
Largo, Florida 33770  
Attn: Ms. Dorothy Livingston

Or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States mail or expedited delivery service in the manner provided herein. Any party may change the addressee and/or the address for notice specified above by giving the other party hereunder three (3) days advance written notice of such change of address. The notice provisions hereunder shall apply to all subsequent owners of the Pet-Mar Property at the time any such owner acquires record title. Within forty-five (45) days after the transfer of record title to the Pet-Mar Property or any portion hereof, the new owner shall give notice to the Manor Association of its name and address for notice purposes.

11. Agreement to Cooperate. Each party to this Agreement agrees to cooperate in good faith with the other party to effectuate the purposes herein set forth, including any modification of the easements created herein or the creation of additional easements as may be reasonably necessary for the use of the subject property as a residential condominium.

12. Term. The term of this Agreement shall commence on the date set forth at the top of page 1 of this Agreement, and shall continue until terminated by an instrument signed by the Manor Association and by Pet-Mar or, as applicable, its successor as described in paragraph 3 above of this Article.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement.

Signed, sealed and delivered in the presence of:

[Signature]  
Signature of Witness

John Wheelock  
Legibly Print Name of Witness

[Signature]  
Signature of Witness

MARY K. Dillard  
Legibly Print Name of Witness

Signed, sealed and delivered in the presence of:

[Signature]  
Signature of Witness

Dawn A. Rodriguez  
Legibly Print Name of Witness

[Signature]  
Signature of Witness

Charles P. Sacher  
Legibly Print Name of Witness

THE MANOR CONDOMINIUM ASSOCIATION,  
INC., a Florida non-profit corporation

By: [Signature]  
Its \_\_\_\_\_ President

(CORPORATE SEAL)

PET-MAR DEVELOPMENT, INC., a Florida corporation

By: [Signature]  
Gregory T. Martini, President

(CORPORATE SEAL)



Sent By: P C H & S;

7278888014;

Apr-26-99 2:36PM;

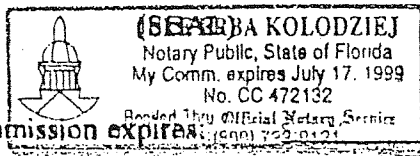
Page 2/2

PINELLAS COUNTY FLA.  
OFF REC BK 10515 PG 1614

PINELLAS COUNTY FLA.  
OFF REC BK 12622 PG 1811

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 1999, by CHARLES ROBERT COX, as the President of THE MANOR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He/She is  personally known to me or  has produced as identification.

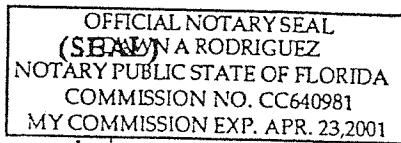


My commission expires: \_\_\_\_\_

Jolie Erba Kolodziej  
Notary Public  
Jolie Erba Kolodziej  
Legibly Print Name of Notary Public

STATE OF FLORIDA )  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 1999, by Gregory T. Martini, as the President of PET-MAR DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation. He is  personally known to me or  has produced as identification.



My commission expires: \_\_\_\_\_

Dawn A. Rodriguez  
Notary Public  
Dawn A. Rodriguez  
Legibly Print Name of Notary Public