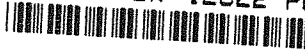


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PINELLAS CO BK 12622 PG 1763



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

(Space above reserved for Clerk's Office)

78  
RECORDING  
REC 353.50  
DS  
NET 90.00  
MTF  
P/C  
V  
TOTAL 442.50

**DECLARATION OF CONDOMINIUM  
OF  
HERITAGE LAKE CONDOMINIUM**

MADE this 4<sup>th</sup> day of March, 2003, **PET-MAR DEVELOPMENT, INC.**, a Florida corporation, hereinafter referred to as the "Developer", for itself, its grantees, successors and assigns.

WHEREIN, the Developer makes the following declarations.

**ARTICLE I  
Purpose**

1.1 The purpose of this Declaration of Condominium of Heritage Lake Condominium (the "Declaration") is to submit the fee simple title to the lands described in this instrument and the improvements now or hereafter constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as most recently amended, herein called the "Condominium Act".

**ARTICLE II  
Identification**

2.1 *Name.* The name by which the condominium property is to be identified is **HERITAGE LAKE CONDOMINIUM.**

2.2 *The Land.* The land, owned by the Developer in fee simple, which is hereby submitted to the condominium form of ownership is the land lying in Pinellas County, Florida, more particularly described as Phase I in Exhibit "A" attached hereto and made a part hereof. Additional lands and improvements which may be submitted to condominium ownership under this Declaration are described as Phase 2 and Phase 3. See Exhibit "B" attached hereto for legal description of Phase 2 and Phase 3.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM  
PLAT BOOK 128 PAGES 16-20 encl.

**ARTICLE III**  
**Definitions**

3.1 **Definitions.** The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act and as hereinafter provided, unless the context otherwise requires.

3.2 **Association.** Association means **HERITAGE LAKE CONDOMINIUM ASSOCIATION, INC.**, a non-profit Florida corporation (the "Association"), which is responsible for the operation of the condominium, and its successors and assigns.

3.3 **Common Elements.** Common elements shall include: (a) the portions of the condominium property not included in the units; (b) tangible personal property required for the management, maintenance, repair and operation of the common elements; and (c) other items as stated in the Condominium Act.

3.4 **Common Expenses.** The common expenses means all expenses and assessments properly incurred by the Association for the condominium and all the expenses for which unit owners are liable to the Association and include:

(a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association, including but not limited to:

(1) Premiums for fire and casualty, workmen's compensation and liability insurance, as provided herein.

(2) Administrative costs of the Association, including professional fees and expenses.

(3) Costs of all utilities and services which are not metered or charged to the individual condominium units.

(4) Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements.

(5) The cost of such additional land and improvements as may be purchased and added to the condominium as common elements by action of members of the Association.

(6) Damages to the condominium property in excess of insurable coverage.

- (7) Expenses of managing the condominium, including the following:
- (i) Salary of a manager, his assistants and agents.
  - (ii) Other expenses incurred in the management of the condominium property.
  - (iii) Management fees charged by management companies, if any.

(8) All other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act and this Declaration.

(b) Expenses declared common expenses by provisions of this Declaration or the Condominium Act.

(c) Any valid charge against the condominium property as a whole.

(d) Costs of maintaining, repairing, replacing, protecting, managing or insuring properties and improvements used jointly with **THE MANOR**, A Condominium, in accordance with Cross Easement Agreement recorded in O.R. Book 10515, Page 1604, Public Records of Pinellas County, Florida.

3.5 **Condominium.** Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.6 **Developer.** Developer means **PET-MAR DEVELOPMENT, INC.**, a Florida corporation, its designees, successors and assigns.

3.7 **Limited Common Elements.** Limited common elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units including, but not limited to, the heating and air-conditioning equipment, the covered lanai and those areas so designated on Exhibit "C".

3.8 **Singular, Plural, Gender.** Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.9 **Unit.** Unit means a part of the condominium property which is to be subject to exclusive ownership. When used in a conveyance of a unit, and elsewhere when the context permits, the word "unit" shall include the appurtenances thereto which are elsewhere described.

3.10 **Unit Owner or Owner of a Unit.** Unit owner or owner of a unit means the owner of a condominium parcel.

3.11 **Utility Services.** As used in the Condominium Act and as construed with reference to the condominium and as used in this Declaration, utility services shall include, but not be limited to, electric power, gas, cable television, hot and cold water, heating, refrigeration, air-conditioning, and garbage, trash and sewage disposal.

#### **ARTICLE IV** **Phases**

4.1 **Phase Development.** The condominium is intended to be the subject of phase development, as the same is permitted under the Condominium Act. The number of units in Phase 1 is 8 (all within one building). The number of units in Phase 2 is 8 (all within one building). The minimum number of units in Phase 3 is 8 and the maximum number of units in Phase 3 is 10. The condominium shall not exceed 26 units.

The development plan is to develop the condominium in three phases. The Developer is not obligated to develop the other phases or amenities proposed to be constructed therein. The Developer may, but is not obligated to expand or add recreational facilities without the consent of unit owners or the Association.

In Exhibit "B" is the legal description of the land comprising Phase 2 and Phase 3 which may become a part of the condominium. The Developer may make non-material changes in the legal description of a phase. The Developer may make material changes to the unit or building types for Phase 2 and Phase 3. A plot plan and a survey depicting the location of Phase 1 is on Exhibit "A" attached, and a plot plan and survey depicting the location of Phase 2 and Phase 3 is on Exhibit "B" attached.

The size of each unit in each phase shall be as follows:

- (1) Phase 1 - 1,150 square feet.
- (2) Phase 2 - 1,150 square feet.
- (3) Phase 3 - a minimum of 1,000 square feet and a maximum of 1,500 square feet.

2008. The time period within which Phase 2 must be added to the condominium is March 4,

2008. The time period within which Phase 3 must be added to the condominium is March 4,

No time-share estates will or may be created with respect to any units in any phase.

4.2 **Submission of Additional Phases.** The additional phases shall be added to the condominium property by the Developer executing and recording an Amendment to Declaration of Condominium, a proforma copy of which is attached as Exhibit "D".

The approval, consent or joinder is not required of the Association or the owners of any unit for such Amendment to Declaration of Condominium.

## **ARTICLE V** **Development Plan**

5.1 **Development Plan.** The condominium is described and established as follows:

5.2 **Survey, Graphic Description of Improvements and Plot Plan.** A survey of the land, a graphic description of the improvements in which the units are located and the other improvements of the condominium and a plot plan locating the improvements thereon and identifying the common elements and each condominium unit and providing accurate representations of their locations and dimensions are attached hereto as composite Exhibit "C" and made a part hereof.

5.3 **Easements.** Each of the following easements are hereby reserved in favor of the Developer, its grantees, designees, successors and assigns, the Association, its employees, agents and hired contractors, utility companies, and the unit owners and are covenants running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium.

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

(b) **Traffic.** An easement shall exist for pedestrian and/or vehicular traffic over, through and across sidewalks, paths, walks, driveways, parking areas and lawns and other portions of the common elements as may be from time to time intended and designated for such purpose and

use; provided, however, the right to park upon any portion of the condominium property is subject to any specific designations and assignments of parking spaces which may be made under the rules and regulations of the Association.

(c) *Right of Access to Units.* The Association has the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a unit or units.

(d) *Other Easement.* Other easements, if any, as may be set forth in Exhibit "C".

5.4 *Cross Easements and Use Rights.* The condominium property, and each owner of a unit as applicable, is subject to and benefitted by the cross easement and use rights created by that certain Cross Easement Agreement dated April 28, 1999 and recorded in O.R. Book 10515, Page 1604, Public Records of Pinellas County, Florida, summarized as follows:

(a) *Recreational Facilities Easement.* The owners of units in the condominium have a non-exclusive easement to use certain recreational facilities owned by and located on the property of The Manor, A Condominium ("The Manor") which condominium and recreational facilities are located immediately west of the Heritage Lake Condominium.

(b) *Utilities.* The Heritage Lake Condominium and The Manor each have an easement for utilities across each others property.

(c) *Drainage.* The Heritage Lake Condominium and The Manor each have an easement for drainage into and use of the retention pond which straddles their common border.

(d) *Ingress and Egress.* The owners of units in the Heritage Lake Condominium and in The Manor each have an easement for ingress and egress over and across the loop driveway which cuts across the property of both condominiums, accessing 67<sup>th</sup> Avenue North at two points.

A copy of the Cross Easement Agreement is attached as Exhibit "E" and made a part of this Declaration.

5.5 *Management Reservations by Developer.* Developer subject to and limited by the terms of Section 5.6 hereinafter set forth, reserves unto itself, its successors and assigns, the right to elect and to remove and replace from time to time all directors of the Association, none of whom need be unit owners until Developer has completed the sales of all units in the condominium, or until seven years from the date this Declaration is recorded in the Public Records of Pinellas County, Florida, whichever shall first occur (herein the "development and sales period"). The Developer may elect to surrender its control prior to such time if Developer indicates its waiver of such right in writing to the Association.

5.6 ***Proviso for Transfer of Control of Association.*** Notwithstanding anything set forth herein to the contrary, the following formula shall govern the transfer of control of the Association from the Developer to the unit owners:

(a) When unit owners other than the Developer own fifteen percent (15%) or more of the total units that will be operated ultimately by the Association, such unit owners shall be entitled to elect no less than one-third ( $\frac{1}{3}$ ) of the members of the board of directors of the Association (the "Board of Directors").

(b) Unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Directors at such time as the earliest of the following shall occur:

(1) Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or

(2) Three (3) months after ninety percent (90%) of the units that will be ultimately operated by the Association have been conveyed to purchasers, or

(3) When all the units that will be ultimately operated by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

(5) Seven (7) years after recordation of this Declaration creating the initial phase.

(c) The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units operated by the Association.

(d) The transfer of the control of the Association in accordance with the foregoing provisions shall take place pursuant to and in accordance with the Condominium Act.

5.7 ***Guarantee of Assessments.*** The Developer hereby guarantees the assessments for common expenses of the condominium for the period beginning with the date of recordation of this Declaration and ending with the earlier of the occurrence of the following: (1) second anniversary of Developer's conveyance of the first unit, and (2) turnover of control of the Association by the Developer to the unit owners. During said period Developer agrees to pay any amount of common expenses incurred which is in excess of the assessments receivable from other unit owners at the guaranteed level. In consideration for this guaranty, Developer will be excused from the payment of

its share of the common expenses with respect to any unit owned by it during said guaranty period, as provided by § 718.116, *Florida Statutes*. During the initial guaranty period, assessments will not exceed \$685.41 per unit per quarter in the calendar year 2001, and will not exceed \$685.41 per unit per quarter in the calendar year 2002.

5.8 **Improvements.** The common elements include improvements and facilities as shown on Exhibit "C". The units, improvements and facilities are or will be located substantially as shown in the plans attached hereto as Exhibit "C".

5.9 **Unit Boundaries.** Each unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries are described in Exhibit "C".

5.10 **Common Elements.** The common elements of the condominium include the land and all other parts of the condominium not within the units and include, but are not limited to the following items:

- (a) All utility areas and installations of all utility services which are available to more than one unit or to the common elements.
- (b) All planting areas and planters (outside of units), lawns, trees, grass and shrubs.
- (c) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the units, except for those designated as limited common elements.
- (d) Other recreation facilities, if any.
- (e) All mechanical equipment outside the respective condominium units, but not the heating and air-conditioning equipment serving each unit.
- (f) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires or pipe not within the units and those within the units but serving more than one unit.
- (g) The foregoing and all other common elements shall be available for use by all unit owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

5.11 **Limited Common Elements.** The limited common elements mean and include those common elements which are reserved for the use of a particular unit or units to the exclusion of other units. Limited common elements shall include:



(a) *Entry areas.* Entry areas immediately adjacent to the front of units as shown on the attached Exhibit "C".

(b) *Covered Lanai.* Covered lanai (and optional storage areas) immediately adjacent to the back of units as shown on the attached Exhibit "C".

(c) *Air Conditioning/Heating Equipment.* Any equipment (including without limitation, freon lines, electrical lines and hook-up and equipment pad) comprising part of a heating/air conditioning system serving only one unit which is located outside the boundaries of the unit shall be limited common elements reserved for the exclusive use of the benefitted unit.

## **ARTICLE VI** ***The Units***

6.1 *The Units.* The units of the condominium are more particularly described and the rights of their owners established as hereinafter provided.

6.2 *Unit Identification.* Each unit is identified by number shown on Exhibit "C".

6.3 *Appurtenances to Units.* The owner of each unit shall own a share and certain interests in the condominium property, which share and interest are appurtenant to his unit, including but not limited to the following items that are appurtenant to the units as indicated:

(a) *Common Elements and Common Surplus.* The condominium unit owners of all phases from time to time comprising the condominium shall own an equal undivided share in the land and other common elements and in the common surplus. The aggregate undivided shares of the common elements shall always equal the whole.

(b) *Association Membership.* The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

6.4 *Liability for Common Expenses.* Each unit owner shall be liable for an equal share of the common expenses.

## **ARTICLE VII** ***Maintenance, Alteration and Improvement***

7.1 *Maintenance, Alteration and Improvement.* The responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvements thereof shall be as hereinafter provided.

7.2 *By the Association.* The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a unit, except interior surfaces, contributing to the support at the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association, and all such facilities contained within a unit that service part or parts of the condominium other than or in addition to the unit within which contained;

(c) All of common elements and limited common elements, except air conditioning/heating equipment servicing a unit and the lanai appurtenant to a unit; and

(d) All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

7.3 ***By the Unit Owner.*** The responsibility of the unit owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association, including all outside windows, doors, and frames for each, including any sliding glass doors, screens, screening and screen supports. Such shall be done without disturbing the rights of other unit owners.

(b) To maintain, repair and replace, at the unit owner's expense, all air-conditioning and heating equipment serving the unit and the lanai appurtenant to the unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior, or the exterior of walls which are visible through a screened or a glassed-in porch/lanai, of the unit without the prior approval of the Board of Directors of the Association.

(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.4 ***Developer Approval.*** All construction, modification or other improvements to units must receive prior written approval of the Developer. No application for a building permit from the County of Pinellas and/or the City of Pinellas Park shall be submitted until plans and specifications of the proposed work have been approved by the Developer or its duly authorized agent. Failure to obtain such approval prior to application for a building permit shall entitle the Developer to obtain a temporary injunction without notice from the Circuit Court of Pinellas County enjoining all work on the unit until the approval required under this paragraph has been obtained. The exterior color scheme on all improvements must be the same or similar to the color scheme for the exterior of units in Heritage Lake Condominium. The Developer reserves the right to assign its rights and responsibilities hereunder to the Association and its Board of Directors.

7.5 ***Absolute Authority.*** The Developer or the Board of Directors of the Association or its duly authorized committee shall have the absolute authority to refuse approval of building plans, modification, or improvements, colors, materials or aesthetic treatments to be incorporated into any proposed building or improvement.

7.6 ***No Change Without Approval.*** No change shall be made to the exterior of any improvement without the approval of the Developer and after Developer has sold all units, or turned over control of the Association to unit owners other than Developer, whichever occurs first, by the Board of Directors of the Association.

7.7 ***Common Elements by the Association.*** The maintenance, replacement, repair and operation of the common elements shall be the responsibility of the Association as a common expense.

7.8 ***Alteration and Improvements of Common Elements.*** After the completion of all the improvements included in the common elements which are contemplated by this Declaration, or which may be added or constructed by the Developer, there shall be no alteration or further improvement of common elements without prior approval of seventy-five percent (75%) of the unit owners. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved.

## **ARTICLE VIII**

### ***Assessments***

8.1 ***Assessments.*** The making and collection of assessments against the unit owners for common expenses shall be pursuant to the bylaws of the Association and subject to the provisions hereinafter provided.

8.2 ***Share of Common Expenses.*** Each unit owner shall be liable for the unit owner's share of the common expenses, as set forth in Section 6.4 of this Declaration.

8.3 ***Annual Budget of Common Expenses.*** The annual budget of common expenses shall be adopted by the Board of Directors.

8.4 ***Interest; Application of Payments.*** Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

8.5 *Lien for Assessments.* There shall be a lien for unpaid assessments as provided by the Condominium Act which shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

**ARTICLE IX**  
**Association**

9.1 *Association.* The operation of the condominium shall be by **HERITAGE LAKE CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

9.2 *Articles of Incorporation.* A copy of the articles of incorporation (the "Articles" or "Articles of Incorporation") of the Association are attached as Exhibit "F".

9.3 *Powers.* The Association shall have all of the powers and duties reasonably necessary to operate the condominium property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of unit owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration, the bylaws of the Association or the Condominium Act to have the approval of the Board of Directors or the membership of the Association.

9.4 *Bylaws* The administration of the Association and the operation of the condominium property shall be governed by the bylaws (the "Bylaws"), a copy of which is attached, as Exhibit "G".

9.5 *Limitation Upon Liability of Association.* Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

9.6 *Restraint Upon Assignment of Shares and Assets.* The share of members in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance of a unit.

9.7 **Approval or Disapproval of Matters.** Whenever a decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such unit owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

9.8 **Membership and Voting Rights.** All unit owners in the condominium are and must be members of the Association. The owners of each unit shall be entitled to cast one (1) vote for each unit owned as provided in the Bylaws.

## **ARTICLE X** **Insurance**

10.1 **Insurance.** The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the provisions hereinafter set forth, and in compliance with the provisions of § 718.111(11), *Florida Statutes* (1999), and as amended.

10.2 **Authority to Purchase; Named Insured.** All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the unit owners, naming them and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of unit owners. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

10.3 **Notice to Mortgagee.** So long as an institutional first mortgagee shall hold a mortgage upon any unit and upon written request by such mortgagee, the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any institutional first mortgagee.

10.4 **Casualty.** All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- (a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- (b) Flood insurance, if required by any lenders; and

(c) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including, but not limited to, vandalism and malicious mischief.

10.5 **Public Liability.** Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group, to a unit owner. In no event will be the amount of coverage be less than \$1,000,000.00 per occurrence.

10.6 **Workers' Compensation.** Workers' compensation insurance shall be carried to meet the requirements of the law.

10.7 **Other Insurance.** The Association shall carry such other insurance and in such amounts as the Board of Directors shall determine from time to time to be desirable.

10.8 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

10.9 **Association as Agent.** The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage, and provided further, that no claims affecting the common elements in excess of \$50,000 shall be settled without the consent of all institutional mortgagees.

10.10 **Reconstruction and Repair.** If any part of the condominium property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

10.11 **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors and institutional first mortgagees holding mortgages on the units involved.

10.12 **Responsibility.** If the damage is only to those parts of a unit for which the responsibility of maintenance and repairs are that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair.

10.13 *Estimate of Costs.* Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.14 *Assessments.* If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, as part of the common expenses of the Association to be assessed against unit owners.

10.15 *Construction Funds.* The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as common surplus.

## *ARTICLE XI* *Use Restrictions*

11.1 *Use Restrictions.* The use of the property of the condominium shall be in accordance with the provisions hereinafter set forth.

11.2 *Unit.* Each of the units shall be occupied only by the owner, his tenants, servants and guests, and the respective families and guest of the owner and his tenants, as a residence and for no other purpose. In no event shall the number of occupants in a unit exceed two (2) persons for each bedroom. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

11.3 *Common Elements.* The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

11.4 *Nuisances.* No nuisances shall be allowed upon the condominium property, nor any use or practice not contemplated by this Declaration which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

11.5 **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.6 **Leasing.** Entire units only may be rented, provided the occupancy is only by the lessee and/or his family, his servants and guests. The minimum lease or rental term is twelve (12) months.

11.7 **Signs.** No signs of any type shall be displayed anywhere on the condominium property without the express permission of the Board of Directors of the Association.

11.8 **Antennas, Aerials, Etc.** Without the prior written consent of the Board of Directors of the Association, no television antennas or dishes, room air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any building.

11.9 **Clothes Lines, Etc.** No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any unit or in or on any part of the common elements, except as approved by the Association, and no clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

11.10 **Electrical Apparatus.** No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television or radio reception in the other units.

11.11 **Parking.** No campers or boat trailers may be parked upon the premises except in areas designated by the Board of Directors of the Association, if any.

11.12 **Pets.** No unit owner may have more than two small cats or one small dog, the weight of which shall not exceed thirty (30) pounds, caged birds, and small marine animals kept in aquariums, and all such animals shall be kept in conformity with rules and regulations promulgated from time to time by the Board of Directors of the Association.

11.13 **Regulations.** Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association, in the manner provided in the Articles or Bylaws, provided such rules and regulations are of uniform application. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium by request.



11.14 **Proviso.** Provided, however, that until the sales of all of the units in the condominium are closed, neither the unit owners nor the Association shall use the condominium property so as to interfere with the sale or lease of the units. Developer may make such use of the unsold units and common elements as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, the showing of the property, and the display of signs.

11.15 **Recreational Facilities.** The use rights to the recreational facilities located on the property of The Manor are subject to the provisions of the Cross Easement Agreement referenced in Section 5.4 of this Declaration.

## **ARTICLE XII**

### ***Maintenance of Community Interests***

12.1 **Maintenance of Community Interests.** Except as otherwise stated, in order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than Developer shall be subject to the following provisions so long as the condominium exists, which provisions each unit owner covenants to observe.

12.2 **Transfers Subject to Approval.** The following transfers shall be subject to approval:

(a) **Sale.** No unit owner may dispose of a unit or any interest therein by sale or other transfer without the approval of the Association.

(b) **Gift, Devise or Inheritance.** If any unit owner shall acquire title by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of the ownership of the unit shall be subject to the approval of the Association.

(c) **Lease, Rental or Occupancy in the Absence of the Owners.** No unit owner may lease, rent or allow the unit to be occupied in the owner's absence without the approval of the Association.

12.3 **Approval by Association.** The approval of the Association which is required for the transfer of ownership of units, leasing, renting or occupancy in the absence of the unit owner shall be obtained in the following manner:

(a) **Notice to Association.**

(1) **Sale.** A unit owner intending to make a bona fide sale or transfer of the unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, if a sale, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser if the proposed purchaser is not

approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) *Gift, Devise or Inheritance; Other Transfers.* A unit owner who has obtained title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) *Leasing, Renting or Occupancy of Unit in Absence of Unit Owner.* A unit owner intending to lease, rent, or allow the unit to be used in the owner's absence shall give written notice of such intent to the Association and such other information required by the Association thirty (30) days prior to such rental, lease or occupancy of the unit.

(4) *Failure to Give Notice.* If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice, may approve or disapprove the transaction of ownership, in which case the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) *Certificate of Approval.* Within thirty (30) days after receipt of such notice and information of a proposed transfer, change of ownership, lease, rental or occupancy in the absence of the unit owner, as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate form, and in the case of a transfer of ownership, shall be delivered to the purchaser or unit owner and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or unit owner.

(c) *Approval of Corporate Owner or Purchaser.* Inasmuch as the units may be used only for residential purposes, and a corporation cannot occupy such a unit for such use, if the unit owner or purchaser of a unit is a corporation the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

(d) *Fee for Approval.* The Association may charge a fee in connection with each request for approval but in no event shall such fee be in excess of \$100.00.

**12.4 Disapproval by Association.** If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of as follows:

(a) *Sale or Change of Ownership.* If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, or if the unit owner giving notice has acquired this title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt

of such notice and information, the Association shall deliver or mail, by certified mail, to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) If the proposed transaction is a sale, the purchaser shall have the option (to be stated in the agreement) to pay the price as stated in the disapproved contract to sell, or to pay the fair market value determined by arbitration.

(2) If the unit owner has acquired his title by gift, devise, inheritance or any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within twenty (20) days of the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration.

(3) Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(4) The purchase price shall be paid in cash at closing.

(5) The sale shall be closed within thirty (30) days after delivery of mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(6) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

(7) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or unit owner, as the case may be.

12.5 **Mortgage.** No unit owner other than the Developer may mortgage the unit or any interest therein, except to a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller to secure a portion or all of the purchase price, without the approval of the Association. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

12.6 **Exceptions.** The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by Developer or by a bank, life insurance company, real estate investment trust, savings and loan association or other institutional lender, including Fannie Mae, Freddie Mac and other generally recognized residential mortgage lenders, or seller, that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by Developer or by a bank, life insurance company, real estate investment trust, savings and loan association or other institutional lenders, including Fannie Mae, Freddie Mac and other generally recognized residential mortgage lenders, or seller, that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

12.7 **Unauthorized Transactions.** Any sale or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.8 **Notice of Lien or Suit.**

(a) **Notice of Lien.** A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of a lien.

(b) **Notice of Suit.** A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

(c) **Failure to Comply.** Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

**ARTICLE XIII**  
**Purchase of Units by Association**

13.1 **Purchase of Units by Association.** The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the name with the approval of the voting interests.

13.2 **Forced Sale.** The Association shall have the right, without unit owner approval, to purchase a unit at clerk's sale, sheriff's sale, or foreclosure sale for a purchase price not to exceed the amount due the Association for assessments, fines, costs or attorneys' fee owed the Association by said unit.

**ARTICLE XIV**  
**Compliance and Default**

14.1 **Compliance and Default.** Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and the rules and regulations adopted pursuant thereto (the "Rules" and "Regulations", respectively), as set forth herein and as said documents and Rules and Regulations may be amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association or other unit owners to the relief, hereunder provided, in addition to the remedies provided by the Condominium Act.

14.2 **Enforcement.** The Association and its directors, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

14.3 **Negligence.** A unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

14.4 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the Bylaws, the Articles, the Condominium Act or the Rules and Regulations adopted pursuant thereto, all as may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or unit owners thereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees to be awarded by the court.

14.5 **No Waiver of Rights.** The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**ARTICLE XV**  
**Amendments**

15.1 **Amendments.** Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

15.2 **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 to be considered.

15.3 **Resolution and Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least sixty percent (60%) of the voting interests of the Association. Except as elsewhere provided, such approvals must be by not less than sixty percent (60%) of the voting interests of the Association.

15.4 **Limitations on Amendment.** No amendment shall discriminate against any unit owner nor against any unit or class or groups of units unless the unit owners so affected shall consent. No amendment shall change the provisions of Section 5.6 entitled "Proviso for Transfer of Control of Association", Section 11.14 entitled "Proviso", or Section 12.6 entitled "Exceptions" without the Developer's consent. Neither shall an amendment make any change in section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Any amendments to the provisions governing the following matters must be agreed to by unit owners who represent at least sixty-seven percent (67%) of the voting interest of the Association and by mortgage holders who represent at least fifty-one percent (51%) of the votes of units that are subject to mortgages from institutional lenders:

- (a) Voting rights;
- (b) Increases in previously assessed assessment that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
- (c) Reductions in reserves for maintenance repair and replacement of common elements;
- (d) Responsibility for maintenance and repair;
- (e) Reallocation of interests in the general or limited common elements, or rights to their use;
- (f) Redefinition of any unit boundaries;
- (g) Covertibility of units into common elements, or vice versa;
- (h) Expansion or contraction of the condominium, or the addition, annexation, or withdrawal of property to or from the condominium;
- (i) Hazard or fidelity insurance requirements;
- (j) Imposition leasing of units, or any restrictions on the leasing of units;
- (k) Imposition of any additional restrictions on a unit owner's right to sell or transfer his or her unit.

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

**ARTICLE XVI**  
**Termination**

16.1 *Termination.* The condominium may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

16.2 *Agreement.* The condominium may be terminated by the approval in writing of all of the owners of the units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the units and if the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have the option to buy all of the units of the other owners for a period ending on the sixtieth (60<sup>th</sup>) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) *Exercise of Option.* The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of the units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

(b) *Price.* The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the Arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) *Payment.* The purchase price shall be paid in cash at closing.

(d) *Closing.* The sale shall be closed within ten (10) days following the determination of the sale price.

16.3 *Certificate.* The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

16.4 *Shares of Owners after Termination.* After termination of the condominium, the unit owner shall own the condominium property and all assets of the Association as tenants in common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

16.5 *Amendment.* The section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon units.

## **ARTICLE XVII**

### ***Institutional First Mortgagees***

17.1 *Defined.* The term "institutional first mortgagees" as used in this Declaration shall mean all savings and loan associations, banks, real estate investment trusts, the construction lender for the condominium, if any, insurance companies or other institutional lenders, including Fannie Mae, Freddie Mac and other generally recognized residential mortgage lenders, holding a mortgage upon any of the condominium units. Notwithstanding any of the foregoing provisions of this Declaration, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any unit; (2) any change in the percentage of ownership or the common surplus or common elements, except for the addition of a phase; (3) any change in the percentage of sharing the common expense or assessments, except for the addition of a phase; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) termination of the condominium.

17.2 *Unpaid Assessments.* Notwithstanding anything herein to the contrary, any institutional first mortgagee who acquires title to a unit by foreclosure or deed in lieu thereof shall have the right to limit its liability for unpaid assessments as provided in Chapter 718, Florida Statutes.

17.3 *Notice.* Upon receipt of a written request from an institutional first mortgagees which includes the name and address of such mortgagee, and the name and address of the unit on which it holds the mortgage, the Association shall give timely written notice to such mortgagee of:

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

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



(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

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

17.4 **Availability of Documents.** The Association shall have current copies of the Declaration, Articles of Incorporation, Bylaws, and other rules concerning the project, as well as its own books, records and financial statements available during normal business hours for inspection by unit owners or by holders, insurers, or guarantors of first mortgages that are secured by units in the condominium.

17.5 **Availability of Audited Financial Statements.** Any mortgage holder shall have the right to an audited financial statement at its own expense.

**ARTICLE XVIII**  
**Continuation of Developer's Rights**

18.1 **Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns.** All powers, privileges, easements, rights, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns.

**ARTICLE XIX**  
**Severability**

19.1 **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

**ARTICLE XX**  
**Termination by Developer**

20.1 **Termination by Developer.** Notwithstanding anything herein contained to the contrary, the Developer may terminate this condominium at any time prior to the recordation of conveyance of the first unit by filing and recording an instrument in the Public Records of Pinellas County, Florida, specifying that the condominium is terminated, in which event this Declaration and all Exhibits hereto and all plats thereof shall be of no further force and effect.

IN WITNESS WHEREOF, the Developer has executed Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

PET-MAR DEVELOPMENT, INC., a Florida corporation

[Signature]  
Signature of first witness

[Signature]  
Gregory T. Martini, President

Aileen B Conklin  
Legibly print name of first witness

(CORPORATE SEAL)

[Signature]  
Signature of second witness



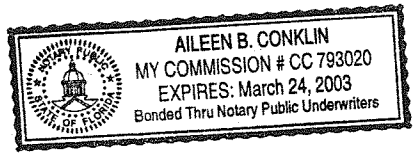
Linda R. Buckley  
Legibly print name of second witness

STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 4 day of March, 2003, by **Gregory T. Martini**, as 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:

[Signature]  
Notary Public (SEAL)



Aileen B Conklin  
Legibly print name of notary public

### MORTGAGEE CONSENT AND JOINDER

The undersigned as the holder of a mortgage(s) and other loan instruments encumbering all or a portion of the HERITAGE LAKE CONDOMINIUM property hereby consents to, agrees to be bound by and subordinates the lien of its mortgage(s) and other loan instruments to the terms, conditions and provisions of the Declaration of Condominium.

Signed, sealed and delivered in the presence of:

CORNERSTONE COMMUNITY BANK, a  
Florida banking corporation

Karen Pelosi  
Signature of Witness

Karen Pelosi  
Legibly print name of Witness

Don Douglas Ramsey  
Signature of Witness

Don Douglas Ramsey  
Legibly print name of Witness

By: Robert L Carr  
Name: Robert L Carr  
Title: \_\_\_\_\_ President

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
COUNTY OF PINELLAS            )

March, 2003, by Robert L Carr, as President  
of CORNERSTONE COMMUNITY BANK, a Florida banking corporation, on behalf of the  
corporation. He/she is  personally known to me, or  has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

My Commission Expires:

Alan C. Brown  
Notary Public (SEAL)

\_\_\_\_\_  
Legibly print name of Notary

